

**SERIAL 07099 RFP RYAN WHITE PART A SERVICES - PSYCHOSOCIAL SERVICES – WMD  
CONTRACT –Southwest Center**

**DATE OF LAST REVISION: February 24, 2011 CONTRACT END DATE: March 31, 2014**

**AMENDMENT #1(DTD 12/10/10) SEE CHANGES TO SECTIONS: 1.0, 2.0, 2.1, 3.3.2 – 3.3.9, 3.4 – 3.4.2, 3.5.1 – 3.5.4, 3.6.1 – 3.6.5, 3.7, 3.7.1 A – G, 3.8.1, 3.8.2, 3.18.1.2, 3.20, 3.21.1.1, 3.21.1.3, 3.22.1, 3.22.3, 3.22.4, 3.23.1 – 3.23.3, 3.23.5, 3.24.1, 3.24.2, 3.25.1 – 3.25.9, 3.26.1 – 3.26.3, 3.26.5 – 3.26.9, 3.27.1 – 3.27.5, 3.28.1 – 3.28.3, 3.29.1 – 3.29.7, 3.31, 3.33.1, 3.33.2, 3.31.2, 3.35.3, 3.35.5, 3.35.6, 3.43.2, 3.44, 3.50.1, 3.50.2, 3.51 – 3.51.3, 3.52.1, 3.53.1, 3.54, 3.55.2, 3.55.3, 3.55.5, 3.61 – 3.63.2**

**CONTRACT PERIOD THROUGH MARCH 31, 2014**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **RYAN WHITE PART A SERVICES - PSYCHOSOCIAL SERVICES –  
HCM WMD**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 20, 2008 (Eff. March 01, 2008)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

**AS/mm**  
Attach

Copy to: Materials Management  
**Chris Bradley, Business Strategies and Health Care Programs**  
**Rose Conner, Workforce Management and Development**

**VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:**

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**Signature:**

**Date:**

## 1.0 SCOPE OF SERVICES:

**Psychosocial Support Services** are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.

**\*NOTE:** The administering entity for this contract is the County's Workforce Management and Development department's Ryan White Part A Administrative Agent. The following terms will be used interchangeably throughout this document to refer to the administering entity: "Ryan White Part A", "Administrative Agent (AA)", and "Maricopa County Workforce Management and Development (MCWMD)".

~~Emphasis on Primary Medical Care services: MCHCM continues to emphasize more specialized care with the value of improved clinical outcomes associated with care from HIV knowledgeable/experienced providers, expanded access to and availability of mental health services, and specialized medication adherence and monitoring support. FY2007 funding for Psychosocial Services is \$117,120 (2% of allocations).~~

- ~~● Increased access to care in rural areas: Expanded partnerships with clinics in the rural areas of the EMA are being currently being developed by the Administrative Agency and the Planning Council. Cost effectiveness and service delivery challenges are being addressed to provide the improved outcomes associated with patient compliance while addressing the underserved and disproportionately impacted rural areas of the EMA. Primary care services are being competitively bid in FY2007 to increase geographic diversity of services and provide greater accessibility to core and support services.~~
- ~~● PLANNING COUNCIL DIRECTIVES~~
- ~~● In the ongoing efforts of the Ryan White Part A Planning Council to reach the historically underserved communities, the following directives have been issued for:~~
- ~~● It is the responsibility of the Provider(s) to adequately promote the availability of their (awarded) service category(ies), including locations and hours. For more details, see section 4.28, PROGRAM MARKETING INITIATIVES, of this RFP.~~

## 2.0 CONTRACTURAL ADMINISTRATIVE LANGUAGE:

### 2.1 REFERENCES:

Respondents must provide **in this application** (SEE SERVICE PROVIDER APPLICATION FORM) **and at the County's request at any time during the life of this contract** at least five (5) reference accounts to which they are presently providing like service **and/or to which they provide or receive HIV/AIDS service referrals**. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.

### 2.2 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the

labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**2.3 CONTRACTOR STATUS:**

The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County

**2.4 PROPRIETARY INFORMATION:**

Proprietary information submitted by a Respondent in response to a Request for Proposal shall remain confidential as determined by law or regulation.

**2.5 CONTRACT REPRESENTATIVES:**

Any changes in the method or nature of work to be performed under a Contract must be processed by the County's authorized representative. Upon the execution of a Contract, the County will name its representative who will be legally authorized to obligate the County.

**2.6 FINANCIAL STATUS:**

All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a response, and to declare a Respondent non-responsive as that term is defined in the Maricopa County Procurement Code.

If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Respondent or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information, which the County may consider that information during evaluation. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a response, including, but not limited to a determination that the Respondent be declared non-responsive, and suspended or debarred, as those terms are defined in the Maricopa County Procurement Code.

By submitting a response to the Request for Proposal, the Respondent agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Respondent or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will immediately provide the County with a written notice to that effect and will provide the County with any relevant information it requests to determine whether the Respondent will be capable of meeting its obligations to the County.

**2.7 REGISTRATION:**

Respondents are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause Respondent's response to be declared non-responsive. Respondents shall register on the Maricopa County Web Site at [www.maricopa.gov/materials](http://www.maricopa.gov/materials). Click on vendors to enter BuySpeed registration screen. *Also see Exhibit 1*

2.8 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Request for Proposal. The Contract will be awarded to the Most Advantageous Respondent(s). The Contract may be awarded in whole, by section, or geographic area as required.

2.9 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. The Procurement Officer of this Contract will coordinate this meeting.

3.0 **CONTRACTUAL TERMS AND CONDITIONS**

3.1 TERM

This Contract is for a term of THREE (3) YEARS beginning on the date of contract award, or the effective date, as clearly noted in award notification documents.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. The fee for any extension period shall be subject to negotiation prior to activation of such extension.

3.3 COMPENSATION:

3.3.1 The County reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, via contract amendment or Task Order, at the discretion of the County.

3.3.2 **County will pay the Contractor on a monthly basis for approved services and expenses and in accordance with the reimbursement methodology determined by the County's Administrative Agent; either fee-for service or cost. The total funds paid to the Contractor will be dependent upon the approved invoice according to the Administrative Agent. County does not guarantee a minimum payment to the Contractor. County will not reimburse for fee-for-service activities when an appointment is canceled either by the client or Contractor. Contractors for missed or canceled appointments either by the service provider or the client(s). Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract. County will pay the Contractor on a unit cost reimbursement basis in accordance with the Contractor's approved fee schedule, which follows. The total funds paid to the Contractor will be dependent upon the number of units of service performed by the Contractor. County does not guarantee a minimum payment to the Contractor. County will not reimburse Contractors for missed appointments by clients.**

3.3.3 ~~Ryan White CARE Act funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals.~~

3.3.4 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the ~~underlying current~~ **budget in place for** of this contract within **30** days of such change.

- 3.3.5 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the ~~underlying~~ **current approved** budget.
- 3.3.6 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.
- 3.3.7 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance **due to** ~~because of~~ non-performance, submission of reports after deadlines, insufficient back-up statements or improperly **completed signed** forms, the Contractor may not be reimbursed **or reimbursement may be delayed.** ~~Furthermore, program non-compliance can delay reimbursement until program compliance issues and any other related financial consequences are resolved. Multiple Furthermore~~ instances of non-compliance with **billing and** reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in ~~sections 4 and 6 of the current~~ Ryan White Part A Program Policies **and Procedures** Manual. ~~Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual.~~
- 3.3.8 ~~The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data. See Exhibit 3 for a sample billing packet.~~
- 3.3.9 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked and the services provided **and related expenses as stated in the current approved budget and Work Plan or as modified by contract amendment or appropriately executed task order.** Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided

#### ~~3.4~~ **PAYMENT**

- 3.4.1 ~~As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Attachment "B" **Budget Worksheet**, or as modified by contract amendment or appropriately executed "task order".~~
- 3.4.2 ~~Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.~~

#### 3.5 INVOICES AND PAYMENTS:

- 3.5.1 The Contractor shall submit **electronically to the Administrative Agent** one (1) legible copy of their detailed **monthly** invoice before payment(s) can be made. ~~At a minimum, the invoice must provide the following information:~~
- 3.5.1.1 ~~Company name, address and contact~~
  - 3.5.1.2 ~~County bill to name and contact information~~
  - 3.5.1.3 ~~Contract Serial Number~~
  - 3.5.1.4 ~~County purchase order number~~
  - 3.5.1.5 ~~Invoice number and date~~
  - 3.5.1.6 ~~Payment terms~~
  - 3.5.1.7 ~~Date of services~~
  - 3.5.1.8 ~~Quantity (number of days or weeks)~~

- ~~3.5.1.9 Description of Purchase services~~
- ~~3.5.1.10 Pricing per unit of purchase~~
- ~~3.5.1.11 Extended price~~
- ~~3.5.1.12 Total Amount Due~~

- 3.5.2 **Contractor will submit the invoice packet for services performed on or before the fifteen (15<sup>th</sup>) calendar day following the month in which services were performed.**
- 3.5.3 **The invoice must include the requirements as outlined in the Ryan White Part A's current policies and procedures manual.**
- 3.5.4 Contractors providing medical services are required to utilize HCF-1500 ~~or~~ UB-92 **or other standardized medical claim forms for claims as agreed to with the Administrative Agent, and to submitted these** to the Ryan White Part A Program in addition to the **other required invoice reports and forms. Monthly Fiscal and Program Monitoring reports (Section 4.27 of this RFP)**

**Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.**

3.6 METHOD OF PAYMENT:

- 3.6.1 ~~Contractor will submit Monthly Fiscal and Program Monitoring Report for services performed on or before the fifteen (15<sup>th</sup>) business day following the month in which services were performed.~~
- 3.6.2 Subject to the availability of funds, County will, within sixty **(60) business working** days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. **Payment may be delayed or reduced if invoices are in non-compliance due to late submission, improperly completed or missing documentation/information or for other contract non-compliance occurring in the related grant year. Other non-compliance issues that may delay or reduce payments can be related to any contractual issue, and may not necessarily be related to the bill itself.** Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.
- 3.6.3 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 **calendar** days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty **(60) calendar** days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service. **Claims submitted 45 calendar days from the last day of the grant year will not be honored or reimbursed.**
- 3.6.4 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete **invoice reports and forms** submitted by the Contractor. All monthly **invoices** ~~fiscal and program monitoring reports~~ must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.
- 3.6.5 The Contractor understands and agrees to maximize all other revenue streams including self-pay and all sources of third party reimbursements. **The Contractor understands and agrees that all self-pay and third party payments must be exhausted to offset program costs before Ryan White funds are used.** The Contractor must **have policies**

and procedures documented and in place to determine and bill these other potential payment sources. These third party payers include but are not limited to Regional Behavioral Health Authority (RBHA), Arizona Health Care Cost Containment Services (AHCCCS), Arizona Long Term Care System (ALTCs), Veteran's Administration (VA), TRICARE, Standard and Medicare and private/commercial or other insurance. The Contractor will determine eligibility of clients and assist with client enrollment whenever feasible. ~~The Contractor understands and agrees that all third party payments must be exhausted to offset program costs before Ryan White CARE Act funds are used.~~ Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the County. Program income records must be made available to the County for assurance that such revenues are used to support related services.

### 3.7 BUDGET, REVENUES AND EXPENDITURES:

3.7.1 The Contractor shall prepare and submit to County a budget and Work Plan using the current Ryan White Part A-approved formats at the beginning of each grant year in accordance with the stated funds allocated on the most recently issued task order. If the task order is increased or decreased at any time throughout the duration of the grant year, a revised budget and Work Plan may be required. ~~Contractor will submit Monthly Fiscal and Program Monitoring Reports for services performed on or before the fifteenth (15<sup>th</sup>) working day following the month in which services were performed. The billing packet includes a combination of pre-printed forms and CAREWare based reports and are to be printed and submitted in hard copy form to the Ryan White Part A office an example billing packet is in Exhibit 3.~~

- A. The total administrative costs budgeted, including any **federally** approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed **10%** of the amount of the **current grant** ~~contract~~ award.
- ~~B. Administrative expenditures for this contract cannot exceed 10% of the total expenditures of this contract. Any amount of administrative expenditures in excess of 10% will be reimbursed to MCDHCM, Ryan White Part A Program.~~
- C. **Contractor agrees that all expenditures are in accordance with the current approved budget.** Any ~~disallowed~~ expenditures **deemed unallowable by the Administrative Agent** are subject to the Contractor submitting a full reimbursement to the County MCDHCM, Ryan White Part A Program.
- D. Contractors agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by ~~the~~ **Federal** OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.
- ~~E. Agree that all expenditures are in accordance with the budget as approved and attached to this Agreement.~~
- F. All expenditures and encumbered funds shall be final and reconciled no later than 90 days after the close of the grant year.
- G. Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Plan of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by

**Contractor in the Monthly invoice by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.**

3.8 DUTIES

3.8.1 The Contractor shall perform all duties stated in Attachment "C" WORK PLAN, **the current approved Work Plan for that grant year and/or as directed by the current Ryan White Part A policies and procedures manual.**

3.8.2 The Contractor shall perform services at the location(s) and time(s) **as stated in this application, the current approved work plan or** ~~"stated in"~~ **or as** otherwise directed in writing, via contract amendment and/or task order **from the Administrative Agent.**

3.9 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. The contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.10 INSURANCE REQUIREMENTS:

3.10.1 The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.

3.10.2 The following types and amounts of insurance are required as minimums:

3.10.2.1 Worker's Compensation as required by Arizona law

3.10.2.2 Unemployment Insurance as required by Arizona law

3.10.2.3 Public Liability, Body Injury and Property Damage policies that insure against claims for liability for Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Contract and by the lawful visitors of such clients. The limits of the policies shall not be less than \$1,000,000.00 for combined single limit.

3.10.3 Automobile and Truck Liability, Bodily Injury and Property Damages:

3.10.3.1 General Liability, each occurrence; \$500,000.00



- 3.10.3.2 Property Damage; \$500,000.00
- 3.10.3.3 Combined single limit; \$1,000,000.00

3.10.4 Standard minimum deductible amounts are allowable. Any losses applied against insurance deductibles are the sole responsibility of the Contractor.

3.10.5 Professional Liability Insurance; \$1,000,000.00

3.10.6 The Contractor will immediately inform the Director of any cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.

**3.11 Certificates of Insurance.**

3.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**3.11.2 Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**3.12 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director  
320 West Lincoln Street  
Phoenix, Arizona

**3.13 REQUIREMENTS CONTRACT:**

3.13.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

3.13.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs

incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

3.13.3 Contractor agrees to accept oral cancellation of purchase orders.

3.14 **TERMINATION:**

3.14.1 County may terminate this Contract at any time with thirty **(30)** days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail.

3.14.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

3.14.3 County may terminate this Contract upon twenty-four **(24)** hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

3.15 **DEFAULT:**

County may suspend, modify or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the happening of any event, which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

3.16 **OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.17 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.18 **USE OF SUBCONTRACTORS:**

3.18.1 The use of subcontractors and/or consultants shall be pre-approved by the County. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontract/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor referenced herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Contractor shall submit a copy of each executed subcontract to County within fifteen (15) days of its effective date.

3.18.1.1 All subcontract agreements must provide a detailed scope of work, indicating the provisions of service to be provided by both the Contractor and Subcontractor.

- 3.18.1.2 All subcontract agreements must include a detailed budget and **work plan narrative**, identifying all administrative **and direct service** costs as defined in **the Budget, Revenues and Expenditures section of this contract section II**
- 3.18.1.3 All subcontract agreements must document the qualifications and ability to provide services by the subcontracting agency.
- 3.18.2 The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that County shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.
- 3.18.3 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and with prior written approval of the County. Such approval shall include the review and acceptance by the County of the proposed subcontractual arrangement between the Contractor and the subcontractor
- 3.19 AMENDMENTS:
- All amendments to this Contract must be in writing and signed by both parties. All amendments shall clearly state the effective date of the action.
- 3.20 TASK ORDERS:
- Contractor shall not perform a task other than those found/defined in the contract award document. Task Orders may be issued by the Administrator of this contract. Task Orders will be communicated via written document.—~~A Task Order~~ **and** shall include, but is not limited to: budget amount, ~~work plan~~, reference to special conditions of award, and/or any special **service and** reporting requirements. Amended Task Orders can be issued at any time **during the grant year**. Both parties shall sign ~~a new or~~ **a new or** amended Task Order.
- 3.21 CHANGES:
- 3.21.1 The Maricopa County Department of Health Care Mandates, with cause, by written order, make changes within the general scope of this Contract in any one or more of the following areas (Also see **AMENDMENTS & TASK ORDER SECTIONS**):
- 3.21.1.1 ~~Work Plan Statement~~ activities reflecting changes in the scope of services, funding source or County regulations
- 3.21.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements, and/or,
- 3.21.1.3 Contractor fee schedules, **reimbursement methodologies and/or schedules** and/or program budgets.
- Examples of cause would include, but are not limited to: non-compliance, under performance, **service definition changes**, reallocations **or other directives approved by the Administrative Agent. from the Planning Council, or approved directives from the Planning Council**
- 3.21.2 Such order will not serve to increase or decrease the maximum reimbursable unit rate amount to be paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.

- 3.21.3 Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause found within this Contract and shall be administered accordingly.

3.22 AUDIT REQUIREMENTS:

- 3.22.1 If the Contractor expends **\$500,000** or more from all contracts administered and/or funded via County, and/or receives **\$500,000** or more per year from any federal funding sources, the Contractor will be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act." The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Maricopa County **Internal Audit** Department of Public Health for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report **or by a date defined by the Internal Audit Department**. Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- 3.22.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.
- 3.22.3 ~~Comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A 133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A 133, and for sending a copy of the report issued as a results of the audit to the County within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A 133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.~~
- 3.22.4 The Contractor shall also comply with the following OMB Circulars **as applicable to its organization's business status:**
1. A-102 Uniform Administrative Requirements for Grants to State and Local Government.
  2. A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
  3. A-122 Cost Principles for Non-Profit Organizations.
  4. A-87 Cost Principles for State and Local Governments.
  5. A-21 Cost principles for Education Institutions.

3.23 SPECIAL REQUIREMENTS:

- 3.23.1 The Contractor shall adhere to all applicable requirements of the Ryan White ~~Comprehensive~~ HIV/AIDS Treatment **Extension Modernization Act of 2009 2006 and/or current authorized or reauthorized Ryan White HIV/AIDS Act.**
- 3.23.2 The Contractor shall participate in ~~a minimum of two (2)~~ provider technical assistance meetings and/or teleconference calls that will be scheduled by the **Administrative Agent MCDHCM** throughout the year.
- 3.23.3 The Contractor shall **retain** ~~provide~~ the necessary administrative, professional and technical personnel for operation of the program.

- 3.23.4 The Contractor agrees to maintain adequate programmatic and fiscal records and files including source documentation to support program activities and all expenditures made under terms of this agreement as required.
- 3.23.5 Contractor agrees to install and utilize the CAREWare client level reporting **software** system as described in the **current** Ryan White Part A Program Policies **and Procedures** Manual. There are no licensing costs associated with the use of CAREWare<sup>®</sup>, **however**. The provider is required to **pay for** ~~cover~~ the costs **related to** ~~for~~ installing and configuring internal firewall devices to gain access to the CAREWare database. **These expenses can be reimbursed by Ryan White if included in the current approved budget**

3.24 RELEASE OF INFORMATION:

- 3.24.1 The Contractor agrees to secure from all clients **provided services under this contract** any and all releases of information or other authorization requested by County. Each client file documenting the provision of Part A services must contain a **current Administrative Agent authorized** release form signed **and dated** by the client or client's legal representative. ~~This release form must be signed by the client and grant release of named confidential file information to the Maricopa County Department of Health Care Mandates for the purpose of grant administration/monitoring for a period of five years from date of signature.~~ Failure to secure such releases from clients may result in disallowance of all claims to County for covered services provided to eligible individuals. If service to anonymous clients is specifically allowed and approved by the County **according to the current Ryan White Part A policies and procedures manual or otherwise stated in writing by the Administrative Agent**, this provision does not apply. ~~to persons who receive Ryan White CARE Act Part A funded services anonymously.~~
- 3.24.2 **The Contractor agrees to comply with ARS §36-662, access to records. In conducting an investigation of a reportable communicable disease the department of health services and local health departments may inspect and copy medical or laboratory records in the possession of or maintained by a health care provider or health care facility which are related to the diagnosis, treatment and control of the specific communicable disease case reported. Requests for records shall be made in writing by the appropriate officer of the department of health services or local health department and shall specify the communicable disease case and the patient under investigation.**

3.25 CERTIFICATION OF CLIENT ELIGIBILITY;

- 3.25.1 The Contractor agrees to **determine and** certify for eligibility all clients seeking services supported by Ryan White ~~CARE~~ funds, **according to the requirements** detailed in the **Eligibility section** ~~Section 4~~ of the **current** Ryan White Part A Program Policies **and Procedures** Manual. ~~Such certification as detailed below shall be conducted at least every six months of service. Services may be provided to anonymous clients only at the specific approval of the MCDHCM and only as and if specified in this contract. Anonymous clients are not subject to the following certification of client eligibility requirements. An individual will be certified by the Contractor as being eligible for services if the following criteria are met:~~
- 3.25.2 **Contractor agrees to charge and document client fees collected in accordance with their sliding fee schedule. This fee schedule shall be consistent with current federal guidelines. This fee schedule must be published and made available to the public. The chart below must be followed when developing the fee schedule. Documentation in the client's chart of the client's HIV+ status, consistent with HRSA guidelines as described in the MCDHCM Ryan White Title 1 Policy Manual.**

- 3.25.3 ~~Documentation in the client's chart that no health and/or other form of insurance is in effect for the client which covers the cost of services available through this program.~~
- 3.25.4 ~~Documentation in the client's chart of client ineligibility for like services under other client and/or public assistance programs.~~
- 3.25.5 ~~Documentation in the client's chart of current residence in the EMA of Pinal and Maricopa counties and verification by Contractor, as detailed in MCDHCM's Ryan White Part A Policy Manual.~~
- 3.25.6 ~~Documentation of client charges consistent with sliding scale specified on the following chart unless the County waives charges.~~

Client Income	Fees For Service
Less than or equal to 100% of the official poverty line	No fees or charges to be imposed
Greater than 100%, but not exceeding 200%, of the official poverty line	Fees and charges for any calendar year may not exceed 5% of the client's annual gross income **
Greater than 200%, but not exceeding 300%, of the official poverty line	Fees and charges for any calendar year may not exceed 7% of client's annual gross income
Greater than 300% of the official poverty line	Fees and charges for any calendar year may not exceed 10% of client's annual gross income

~~\*\*\* Free services may be provided to individuals with an annual gross family income of less than 200% of the official poverty line. Fees must be charged to clients whose annual gross family income is in excess of 200% of the official poverty line~~

- 3.25.7 ~~The Contractor's schedule of fees and charges must be published and made available to the public. Client income shall be verified and documented consistent with the MCDHCM Ryan White Part A Policy Manual.~~
- 3.25.8 ~~Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Statement of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly Expenditure Report by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.~~
- 3.25.9 ~~The Contractor is required to have in place a procedure for verifying client eligibility for services. Eligibility for all clients must be recertified biannually (every 6 months), with the exception of HIV Status. Eligibility certification must be documented in each client record. The verification of these elements are a permanent part of the client's record and is to be maintained in a secure location for at least five (5) years after the client has left the service.~~

3.26 QUALITY MANAGEMENT:

- 3.26.1 The Contractor will participate in the ~~EMA~~ Quality Management program as detailed in the ~~MCDHCM current~~ Ryan White Part A Program Policies **and Procedures** Manual. See link found on cover page.
- 3.26.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix **Eligible Metropolitan Area** (EMA) Planning Council.
- 3.26.3 The Contractor will develop and implement an agency-specific quality management plan for **Ryan White** Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
- 3.26.4 The Contractor will participate in cross-cutting Quality Improvement projects and report data per the timeline established with the County. Additionally, the Contractor will report quality outcome measures established by the County per the reporting schedule.
- 3.26.5 The Contractor will participate in the Quality Management **activities of the Clinical Quality Management Committee** ~~Ad Hoc Advisory Committee~~ as requested by the County.
- 3.26.6 **The Contractor will** ~~E~~conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
- 3.26.7 **The Contractor will** ~~M~~maintain a comprehensive unduplicated client level database of all eligible clients served **as well as** ~~and~~ demographic and service measures required and submit this information in the format and frequency as requested by the County. The County will make available to the Contractor software for the collection of this information (**CAREWare**).
- 3.26.8 **The Contractor will** ~~M~~maintain consent to serve forms signed by the clients to gain permission to report their data to County, State and Federal authorized entities and to view their records as a part of site visits and quality management review activities.
- 3.26.9 **The Contractor will participate** ~~Participation~~ in **Quality Management** trainings sponsored by the County **which are deemed** ~~is~~ mandatory. The Contractor understands that non-participation in these types of **activities** ~~events~~ may result in **non-compliance** ~~not complying~~ with the Standards of Care as mandated by the Ryan White ~~CARE~~ Act. Further, such non-participation in **Quality Management** trainings could result in prompting a performance monitoring site visit.

3.27 REPORTING REQUIREMENTS:

- 3.27.1 The contractor agrees to submit **monthly invoices as defined in the Invoice and Payments section of this contract.** ~~as a "hard copy" document, Monthly Fiscal and Program Monitoring Reports on or before the fifteenth (15<sup>th</sup>) day of the month following the end of the reporting period on forms substantially similar to those included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. The billing packet is delivered via hardcopy to the Ryan White Part A office. Reporting requirements includes, but not limited to: 1) A narrative describing progress made towards achieving service goals as well as problems and issues impeding program implementation. 2) Expenditure report identifying billing to the MCDHCM for services provided during the reporting period; 3) Compilation of data on a cumulative, yearly, unduplicated count basis shall be required, with data reporting in scanable and/or electronic file formats; 4) Compilation of data for outcome measure studies conducted as mutually agreed by Contractor and the MCDHCM; and 5) And any additional or specific reports deemed necessary under Section IV of this contract.~~

- 3.27.2 ~~The contractor agrees to submit quarterly program monitoring reports on or before the thirtieth (30th) day of the month following the end of the reporting period detailing a quarterly and year to date unduplicated count of clients serviced and the services provided (duplicated count).~~
- 3.27.3 ~~The Contractor agrees to submit a final end of year program report detailing actual expenditures for the grant year, including administrative expenditures, and an annual unduplicated client level demographic report for the contract year and calendar year no later than 60 days following the close of the grant year.~~
- 3.27.4 **The Contractor agrees to comply with and submit annual and semi-annual client-level and provider-level data as required by HRSA by the due date(s) defined by the Administrative Agent.**
- 3.27.5 **The Contractor agrees to comply with ARS § 36-621, reporting contagious diseases. Any employee, subcontractor or representative of the Contractor providing services under this contract shall follow the requirements of this law. Specifically, a person who learns that a contagious, epidemic or infectious disease exists shall immediately make a written report of the particulars to the appropriate board of health or health department. The report shall include names and residences of persons afflicted with the disease. If the person reporting is the attending physician he shall report on the condition of the person afflicted and the status of the disease at least twice each week.**
- 3.28 **PROGRAM MARKETING INITIATIVES:**
- 3.28.1 ~~When issuing statements, press releases and/or Internet-based or printed other documents describing projects, or programs and/or services funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly state: 1) The percentage of the total costs of the program or project which will be financed with Ryan White funds; 2) The dollar amount of Ryan White funds for the project or program, and 3) The percentage dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. Further, all such statements, press releases, and other documents describing programs or services funded in whole or in part with Ryan White CARE Act funds shall reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White HIV/AIDS Treatment Extension Act of 2009 (or current authorized or reauthorized name of Act), Comprehensive HIV/AIDS Treatment Modernization Act of 2006, and the Maricopa County Workforce Management and Development Department of Health Care Mandates. Such references to funding source must be of sufficient size to be clear and legible.~~
- 3.28.2 **Contractor is responsible for advertising Ryan White Part A-funded services. Such advertisement is to promote/incorporate the following components: Services available rendered, venues/locations, and hours of operation. The content of any and all advertising for these services must be pre-approved by the County and be in a format allowed by Local, State and Federal regulations and shall contain the funding language referenced in this contract section.**
- 3.28.3 **Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, and any changes related to these services are disseminated to the community and other Ryan White providers to ensure that clients have access to care. The Contractor shall be able to document and explain this communication process to the Administrative Agent upon request.**



3.29 OTHER REQUIREMENTS:

3.29.1 **Contractor shall comply with all policies and procedures as defined in the current Ryan White Part A Policies and Procedures Manual.**

3.29.2 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for ~~periodic~~ review of all pertinent client information by employees of County and/or their designated representatives.

3.29.3 ~~Monthly Fiscal and Program Monitoring Reports, Utilization Statistics and HRSA-mandated Administrative Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012~~

~~Monthly Fiscal and Program Monitoring Reports are due on or before the 15<sup>th</sup> of the month following the end of the reporting period.~~

3.29.4 ~~Quarterly Program Utilization reports will be submitted to: Ryan White Title I Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within thirty (30) days following the month end of the quarterly reporting period.~~

3.29.5 ~~Written Annual Expenditure (Close Out), Equipment Log, and Program and Utilization Statistics Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within 60 days of the expiration of the contract year.~~

3.29.6 Contractor shall respond to all ~~additional~~ requests for information **and documentation** solicited by County when they are submitted in writing **no later than within 72** hours of receipt of ~~MCDHCM~~ request.

3.29.7 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the ~~MCWMD MCDHCM~~ Ryan White Part A Program Policies **and Procedures** Manual. See link found on cover page.

3.30 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.31 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, **client records** and other documents relevant to this Contract for ~~five six (6 5)~~ years after final payment or until after the resolution of any audit questions ~~which could be more than five (5) years~~, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the ~~County Department~~ shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.32 AUDIT DISALLOWANCES:

3.32.1 The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and

attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.

- 3.32.2 If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.
- 3.32.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by County, State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by the County for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

**3.33 CONTRACT COMPLIANCE MONITORING:**

- 3.33.1 County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.
- 3.33.2 **Contractor shall follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by County and its representatives. When monetary penalties are imposed or unallowable costs determined, the County will define how repayment will be made to the County. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to the County.**

**3.34 AVAILABILITY OF FUNDS:**

- 3.34.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.
- 3.34.2 If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

**3.35 RESTRICTIONS ON USE OF FUNDS:**

- 3.35.1 The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:
  - 3.35.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or

- 3.35.1.2 By an entity that provides health services on a prepaid basis.
- 3.35.2 Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the A.R.S. § 41-2591, R2-7-701 and *Code of Federal Regulations*, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.
- 3.35.3 The federal Office of General Counsel and County emphasize that ~~CARE~~ **Ryan White** Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with ~~CARE~~ **Ryan White** Act funds and the intended recipient's HIV status.
- 3.35.4 Contractor is not authorized to provide services anonymously, unless specifically approved for the service category in which the Contractor is providing services. All services must only be provided to documented eligible clients as defined in this contract.
- 3.35.5 **Ryan White funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals.**
- 3.35.6 The Ryan White ~~CARE~~ Act limits the administrative expenses to not more than **10%** of the total **grant award** ~~expenditures incurred for that contract~~. The Act defines allowable "administrative activities" to include:
  - 3.35.6.1 Usual and recognized overhead, including established indirect rates for agencies;
  - 3.35.6.2 Management and oversight of specific programs funded under this title; and
  - 3.35.6.3 Other types of program support such as quality assurance, quality control, and related activities."
- 3.36 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:
  - 3.36.1 The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
  - 3.36.2 County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
  - 3.36.3 If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.
- 3.37 ALTERNATIVE DISPUTE RESOLUTION:
  - 3.37.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the

compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.37.1.1 Render a decision;

3.37.1.2 Notify the parties that the exhibits are available for retrieval; and

3.37.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.37.1.4 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.37.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**3.38 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**3.39 STRICT COMPLIANCE**

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

**3.40 NON-LIABILITY:**

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of Contractor or subcontractors occurring in the performance of this Contract, nor shall they be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

**3.41 SAFEGUARDING OF CLIENT INFORMATION:**

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

**3.42 NON-DISCRIMINATION:**

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

3.43 EQUAL EMPLOYMENT OPPORTUNITY:

3.43.1 The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99.-4 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3.43.2 **The Contractor will** Operate under this agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

3.44 RIGHT OF PARTIAL CANCELLATION:

If more than one service category (Work ~~Plan Statement~~) is funded by this Contract, Maricopa County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this contract without impairing, invalidating or canceling the remaining service category (Work ~~Plan Statement~~) obligations.

3.45 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.46 INTEGRATION:

This Contract and the respondents' response represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.47 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

3.48 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.48.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.48.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.48.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.48.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.48.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.48.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.48.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.49 MEDIATION/ARBITRATION:

In the event that a dispute arises under the terms of this agreement, or where the dispute involves the parties to the agreement, a recipient of services under the terms of this agreement, it is understood that the parties to the dispute shall meet and confer in an effort to resolve the dispute. In the event that such efforts to resolve the dispute are not successful, the parties to the dispute will agree to submit the dispute to non-binding mediation before a mutually agreed upon and acceptable person who will act as the mediator. In the event that such non-binding mediation efforts are not able to resolve the dispute, the parties agree to submit the matter to binding arbitration wherein each party selects their own arbitrator and the two selected arbitrators meet and mutually agree upon the selection of a third arbitrator. Thereafter, the three arbitrators are to proceed with arbitration in a manner that is consistent with the provision of A.R.S. 12-1518.

3.50 CULTURAL COMPETENCY:

3.50.1 The Contractor shall meet **and comply with applicable standards of the federal Culturally and Linguistically Appropriate Service (CLAS) standards. The Contractor shall** ~~any and all federal standards on cultural competency and~~ develop and implement organizational policies that comply with **these** federal standards. ~~CLAS Standards are included in section 11 of the Ryan White Part A Program Policies Manual. Also see Exhibit 4.~~

3.50.2 The Contractor shall recognize linguistic subgroups and provide assistance in overcoming language barriers by the appropriate inclusion of American Sign Language and languages of clients accessing care. ~~Also see Exhibit 4.~~

3.51 RYAN WHITE CAREWARE DATA BASE:

3.51.1 ~~MCWMD The MCDHCM~~ requires the installation and utilization of HRSA-supplied Ryan White CAREWare software. **CAREWare is used for client level data reporting and monthly billing reports, demographic reports, and various custom reporting.** ~~for reporting purposes, to include quality management program reporting requirements.~~ The Contractor agrees to install, collect, and report all data requested by the **MCWMD MCDHCM** via **RYAN WHITE CAREWare** within **60** days of request by the **MCWMD MCDHCM**. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.

3.51.2 ~~CAREWare is used for client level data reporting and is used for monthly billing reports, demographic reports, and various custom reporting. Samples of these reports can be found in sections 4-6 of the Ryan White Part A Program Policies Manual.~~

3.51.3 ~~The CAREWare software is supported by the Part A office for training and end-user support.~~ The eContractor is responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The Contractor will be responsible for the cost of **Virtual Provider Network (VPN)** cards for each user within their organization.

~~The CAREWare software and central database are explained in sections 4-6 of the Ryan White Part A Program Policies Manual.~~

3.52 IMPROPRIETIES AND FRAUD:

3.52.1 The contractor shall notify **MCWMD MCDHCM** in writing of any actual or suspected incidences of improprieties involving the expenditure of CARE Act funds or delivery of services. This will include when potential or current clients receive services, or attempt to receive services, for which they are ineligible. Notification is also required whenever acts of indiscretion are committed by employees that may be unlawful or in violation of this contract. Notification to **MCWMD MCDHCM** shall occur in writing within 24 hours of detection.

3.52.2 The Federal Department of HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

Office of Inspector General  
TIPS HOTLINE  
P. O. Box 23489  
Washington, D. C. 20026  
Telephone: 1-800-447-8477 (1-800-HHS-TIPS)

3.52.3 The Contractor shall be responsibility for any loss of funds due to mismanagement, misuse, and/or theft of such funds by agents, servants and/or employees of the Contractor.

3.53 ADHERENCE TO MCDPH POLICIES:

3.53.1 Contractor shall adhere to all **MCWMD MCDHCM** Ryan White Part A Program Policies. Such policies are referenced in the **current MCWMD MCDHCM** Ryan White Part A Program Policies **and Procedures** Manual. See link found on cover page.

3.54 REFERRAL RELATIONSHIPS:

Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding "Maintaining Appropriate Referral Relationships" available from the **MCWMD MCDHCM** upon request.

3.55 POLICY ON CONFIDENTIALITY:

3.55.1 The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.

- 3.55.2 The Contractor shall establish and maintain written procedures and controls that **ensure the confidentiality of client medical information and records.** ~~comply with Arizona Administrative Code (A.A.C.) R9 1 311 through R9 1 315 regarding disclosure of confidential medical information and records. No medical information contained in Contractor's records or obtained from County, or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers, employees or subcontractors except as is essential to the performance of duties under this Contract or otherwise permitted under applicable statutes and rules. Disclosure to County is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law shall be disclosed only as provided by Federal law.~~
- 3.55.3 **The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality.**
- 3.55.4 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.
- 3.55.5 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the **current MCDHCM Ryan White Part A Program Policies and Procedures Manual.** ~~See link found on cover page.~~
- 3.56 EQUIPMENT:
- 3.56.1 All equipment and products purchased with grant funds should be American-made.
- 3.56.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.
- 3.56.3 The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered un-usable, or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall report the physical inventory of all equipment purchased with contract funds within sixty (60) days of receipt of such equipment.
- 3.57 LAWS, RULES AND REGULATIONS:
- The Contractor understands and agrees that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.*



3.58 FORMAT AND CONTENT (WHAT TO PROVIDE-APPLICANT):

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below (Responses are limited to no more than 15 pages of narrative, single sided, 10 point font type)

3.58.1 Letter of Transmittal (Exhibit 2)

3.58.2 **Narrative – Provide a brief narrative (not to exceed 15 pages), fully describing your organization, and the personnel assigned to this service category and how you plan on meeting the needs of the plwh/a population.**

**Provide a brief response to each of the sections listed below:**

- **-Targeted population**
- **-How Ryan White funds will be utilized to keep plwh/a in care.**
- **-How your organization will work within the HIV/AIDS community to provide coordinated care to eligible clients**
- **-Your agency's experience with infectious disease.**
- **-Other funding used by your agency to care for plwh/a**

3.58.3 Completed Application Form (Attachment A), including any applicable proof of licensing, certifications, etc., as requested. In the event that any given section is not applicable to the service you/your company are offering a proposal response to, the section shall be noted as N/A (not applicable).

3.58.4 Pricing and Budget Form (Attachment B)

3.58.5 Work Plan (Attachment C), fully completed, without exception.

3.58.6 Agreement/Signature Page (Attachment D) inclusive of vendor/applicant portion completed and signed.

3.59 EVALUATION OF PROPOSAL – SELECTION FACTORS:

An Independent Review Panel (IRP) shall be appointed, at the direction of the MATERIALS MANAGEMENT DIRECTOR, and chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the IRP. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). **Proposals will be evaluated on the following criteria which are listed in order of importance and determine the acceptability of each respondent's proposal. (PROPOSALS SHALL BE EVALUATED AS ACCEPTABLE OR NOT ACCEPTABLE BASED ON THE FOLLOWING CRITERIA).**

3.59.1 Agency's approach and philosophy and how it relates to the service delivery goals as outlined in the 2006-2009 Phoenix EMA Comprehensive Plan. The goals that apply to service delivery are:

3.59.2 Goal 1: Improve delivery of core services and other services to populations with the greatest needs.

3.59.3 Goal 2: Improve entry into care by streamlining the eligibility process.

3.59.4 Goal 3: Identify individuals who are aware of their HIV status and are not in care, and facilitate their entry into care.

3.59.5 Goal 4: Improve access to services through multiple approaches.

- 3.59.6 Goal 5: Provide a continuum of HIV/AIDS services that is culturally and linguistically appropriate.
- 3.59.7 Goal 7: Improve the integration and coordination among care services and between HIV care and prevention.
- 3.59.8 Agency's proven skills and technical competence, including all subcontractor agreements proposed.
- 3.59.9 Staff qualifications and credentials
- 3.59.10 Proposed budget inclusive of unit of service cost(s).

3.60 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent shall review its Proposal/Response submission to assure the following requirements are met.

- 3.60.1 **Mandatory:** One (1) original hardcopy (labeled), three (3) hardcopy copies of their proposal/response, inclusive of all required submissions, and one (1) electronic copy of all required submittal documents, on a CD (**no pdf files**)
- 3.60.2 **Mandatory:** Attachment "A", Application
- 3.60.3 **Mandatory:** Attachment "B", Pricing and Budget Agreement; and
- 3.60.4 **Mandatory:** Attachment "C", Work Plan
- 3.60.5 **Mandatory:** Attachment "D", Signature/Agreement Page
- 3.60.6 **Mandatory:** Narrative as defined in Section 4.58.2 above
- 3.60.7 **Mandatory:** Letter of Transmittal (Exhibit 2)

3.61 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.61.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.**
- 3.61.2 **The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.61.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.**

3.62 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

- 3.62.1 **By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the**

Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 3.62.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.63 **CONTRACTOR LICENSE REQUIREMENT:**

- 3.63.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.63.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.64 **VENDOR REGISTRATION:**

*All applicants/respondents shall be registered as a vendor with Maricopa County. No contract awards can be made to a applicant/respondent who has not successfully completed vendor registration. See Exhibit 1 Vendor Registration Procedures.*

## NARRATIVE

### Narrative Description of Service Plan

#### Program Design

##### Program Objectives

<ul style="list-style-type: none"> <li>• <b>Provide 707, fifty (50) minute units of one-on-one psychosocial counseling sessions for qualified HIV/AIDS positive individuals, conducted by a professional counselor or highly trained member of the clergy</b></li> </ul>
<ul style="list-style-type: none"> <li>• 467 general counseling sessions</li> <li>• 120 grief assessment counseling sessions</li> <li>• 60 bereavement counseling sessions</li> <li>• 60 pastoral care sessions</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Provide 232, ninety (90) minute therapeutic group sessions facilitated by a licensed psychosocial professional for qualified HIV/AIDS positive individuals.</b></li> </ul>
<ul style="list-style-type: none"> <li>• Six (6) targeted groups that account for 232 annual sessions that address the needs of gay men, women, heterosexuals, those diagnosed more than ten (10) years, men of color, MSM and a care giver support group</li> <li>• One (1) grief support group that will account for 24 annual sessions that will address the stages of grief and mourning process after the loss of a loved one</li> </ul>
<ul style="list-style-type: none"> <li>• <b>2,350 units of nutrition counseling provided by a non-registered dietitian</b></li> </ul>

Body Positive's psychosocial services are designed to enhance the HIV/AIDS infected individual's quality of life by providing them with the opportunity to develop coping skills within a one-on-one or group counseling session(s). Sessions also target grief and bereavement as many of those with HIV/AIDS suffer the loss of partners, friends and family from HIV/AIDS. The audience for these programs includes the HIV/AIDS positive targeted client base including men who have sex with men (MSM), minority populations, women, heterosexuals, intravenous drug users and long term survivors.

Psychosocial Services in the Phoenix Eligible Metropolitan Area (EMA) have not kept pace with the specialized needs of the expanding HIV/AIDS community. Cultural, social and economic complications are often factors in keeping individuals from seeking services. Programs must be tailored to meet the varying psychological needs of diverse populations who are hampered by barriers ranging from basic knowledge to poverty.

As the HIV/AIDS-positive population increases, one-on-one counseling and the group session aspect of psychosocial services becomes an ever-growing need in providing support for HIV/AIDS positive persons. The importance of encouraging and working towards coping strategies involving active participation in the planning of care and in seeking appropriate social support has been demonstrated clinically and empirically. Such an approach includes encouraging problem solving, participating in decisions about

treatment and care, and emphasizing self worth and the potential for personal control over manageable issues in life.

Access to group sessions is critical as individuals with HIV/AIDS discover that they have common stories, experiences and challenges. Group therapy, facilitated by either a non-denominational member of the clergy with a licensed mental health professional present or simply a group facilitated by a professional, provides those with HIV/AIDS a venue to share and learn from others. As these individuals have been diagnosed and referred to these groups as a component of their treatment goals, the professional is better equipped to evaluate their progress and identify additional psychosocial needs. The facilitator provides structure to the group thus allowing each individual the opportunity to participate.

Clients present issues such as depression, chemical dependency, sexual orientation adjustment problems and socialization/relationship problems as a result of and in addition to being HIV/AIDS positive. These issues must be addressed for individuals to live long, healthy, productive lives with HIV/AIDS. Developing and implementing new coping skills in these areas, as well as in medication adherence and medical compliance, are fundamental in psychosocial services.

Many reactions to an HIV/AIDS positive diagnosis are part of the normal and expected range of responses to news of a chronic, potentially life threatening medical condition. Some individuals adjust extremely well with minimal intervention. Others will exhibit prolonged periods of distress, hostility or other behaviors that are difficult to manage. Effective management requires allowing time for the shock of the news to sink in; there may even be a period of emotional "ventilation" including overt distress. During this time, individuals need assurance of strict confidentiality and may need to rehearse, over time, the solutions to practical problems such as who to tell, what needs to be said and adherence to drug therapies. Clear information about medical care and counseling must be given.

Many individuals diagnosed with HIV/AIDS some years ago are now feeling well enough to return to work and are, paradoxically, learning to readjust to living as they had formally adjusted to the possibility of dying. Patients must now also deal with the uncertainty that remains about the long-term efficacy of current medical treatment as there are some individuals who will fail on combination therapy. Even with the significant medical advances in patient management, one-on-one counseling and group sessions remain an integral part of the management of patients with HIV/AIDS and their partners and families.

Nutrition and the benefits of good nutrition are essential for an individual living with HIV/AIDS. There are often times when professionals other than registered dietitians have the opportunity to discuss nutrition with clients. Any opportunity to enlighten and remind individuals how and why to maintain a healthy weight is essential. These consults most certainly encourage people to eat quality foods especially in conjunction with medication adherence. It is a natural fit for naturopathic doctors to include nutritional counseling during visits with clients. Many individuals with HIV/AIDS suffer from severe gastrointestinal upset due to medications. One of a naturopathic doctor's goals is to improve a patient's adherence to medication regimens by addressing these side effects in HIV medications. It is within this context that nutritional counseling is appropriate and much needed.

Two identified unmet needs in the HIV/AIDS community are that of grief counseling and pastoral care. Many long-term survivors share feelings of guilt due to their ability to live long and healthy lives with HIV/AIDS while scores of friends have died. Due to the passing of friends, partners and family members, many HIV-positive individuals suffer grief that necessitates a specific type of counseling in order to identify the stages of grief and coping mechanisms. Other HIV-positive individuals simply have the need to discuss mortality, their religious beliefs or concerns and salvation, among other topics. These are most certainly

best addressed by a non-denominational member of the clergy and considered pastoral care. Professional mental health providers are not equipped nor should they discuss such religious topics in the detail to which many clients seek support.

Some individuals benefit from one-on-one counseling while others prefer a group setting. Many gain insight into their situations and feelings with a combination of both. The proposal for the grief counseling group would have a member of the clergy facilitating the group while a professional is in attendance. This is a prudent approach to a new type of counseling session. A professional possesses the knowledge and skills to identify a person who is in desperate need of one-on-one counseling while observing that individual in a group setting. It is also wise decision to have a professional in attendance should a person suffer extreme anxiety while discussing the death of a loved one. The professional will recognize the signs and symptoms and most certainly the verbal nuances of someone who demands an intervention far beyond the skill level of the clergy who is facilitating the grief support group.

Full integration of underserved population concerns is vital to the overall functioning of Body Positive's comprehensive Body Positive psychosocial service model. It is critical that individuals living with HIV/AIDS develop the skills necessary to navigate through life with a chronic and potentially deadly infection. Body Positive therapeutic groups allow each participant to share personal feelings, ask relevant questions and develop the personal knowledge base necessary to improve their mental health. For most, participation in community resources and services is frightening and overwhelming. Without personalized Body Positive programs, clients may fail to develop the skills necessary to live long and well.

Body Positive has been a provider of HIV/AIDS group counseling and one-to-one psychosocial counseling services in Maricopa and Pinal Counties for more than 10 years through various contracts and subcontracts. Body Positive's expert staff currently provides individual counseling and therapeutic groups through Ryan White Part A funding. The agency works collaboratively with Care Directions to serve as the entry point for newly diagnosed individuals seeking intake for case management or those not currently accessing services. Body Positive remains a major source of community-wide HIV/AIDS service referrals. The joint location and linkage role of Body Positive with the McDowell Health Care Facility (serving more than 1,500 patients annually) also attests to the significance of the organization within the overall HIV/AIDS continuum of care.

Body Positive staff members participate in ongoing cultural competency training and maintain cooperative relationships with all ethnic community service providers. The agency provides quality service to all members equally and without bias or prejudice; therefore, all HIV/AIDS counseling services are designed to reflect an understanding of issues facing current and emerging HIV/AIDS populations. Body Positive continues to increase access to quality services for culturally and ethnically diverse populations and have strategies in place to attract new participants from all populations. Our success can be measured by high levels of participant satisfaction from a diverse group of individuals who represent the population of Maricopa and Pinal Counties.

Body Positive proposes to provide individual counseling for persons with HIV/AIDS under the Psychosocial Service category. Body Positive's licensed professionals will provide ongoing one-on-one individual counseling as well as crisis intervention. Approximately forty (40) one-on-one individual counseling sessions conducted by a professional will be provided under the terms of this award per month. An additional 60 grief group sessions intervention counseling sessions will be conducted. The professional will conduct assessments and then refer approximately 50 percent of these clients to meet with the clergy for bereavement counseling. All of this interaction with the clergy will be monitored by the

Director of the Behavior Health clinic. One-on-one counseling sessions can integrate topics at the discretion of the client and the counselor to provide real time support for current coping issues in the infected person's life.

Body Positive is licensed as a mental health outpatient clinic through the Arizona Department of Health Services and the Office of Behavioral Health Licensure. All counseling services adhere to the regulations that govern licensed entities and meet Body Positive's own internal policies and procedures which include adoption of the American Psychological Association's Code of Ethics.

Body Positive proposes to provide therapeutic group counseling for infected individuals. We will provide a minimum of 232 group sessions. Support groups are formed as a result of client needs. There are currently six (6) support groups that meet the needs of gay men, women, heterosexuals, those diagnosed more than 10 years, men of color, MSM and a caregiver support group. The diversity of these groups reflects the surrounding communities, particularly African-Americans (both male and female), Latinos and heterosexuals as infection in these populations is rising.

Licensed professionals will provide the individual and/or group counseling services to clients. In order to ensure quality and integrity of services, primary Body Positive psychosocial staff members have master's degrees in a psychosocial-related field and are licensed as applicable. In the event a client with specific counseling issues needs extended or specialized therapy, Body Positive psychosocial staff will refer them to one of many collaborating professionals or agencies equipped to work with that individual's unique needs. When making a referral, a Body Positive psychosocial staff member considers the special needs of the individual, including the identified problem, transportation, insurance circumstances or other related concerns.

Counselors and trained facilitators will provide group counseling sessions and individual counseling services to clients. Mental well being and increased coping skills determine the course of an individual's quality of life. Counseling support is a crucial component to strengthening an individual's ability to live long and well with HIV/AIDS. A variety of group counseling sessions is offered each month. Specific cultural, language and geographic needs are addressed by the variety of groups offered.

Body Positive works with other AIDS service organizations and providers to refer clients to the most appropriate site for service in an attempt to avoid duplication of services, increase client access to care, eliminate barriers to care, prevent gaps in service and reduce competition between and among service agencies. For example, clients needing intensive substance abuse counseling are referred to Phoenix Shanti, Ebony House or TERROS for treatment. Other referrals include Chicanos por la Causa for Spanish bilingual/monolingual population-specific support groups and counseling. These shared referrals will ensure all clients have equal access to each organization's services. It is essential to maintain these support relationships to provide the most diverse culturally competent and appropriate services to the greatest number of clients possible; and that clients who need more intensive specialized professional care are supported in the transition.

### **Expected Outcomes**

The generalized outcome of this program is to improve the coping skills and overall quality of life for individuals living with HIV/AIDS. Each individual will develop skills to make informed decisions regarding healthy lifestyle choices through improved psychosocial.

One-on-one, fifty minute counseling sessions will be held as needed for each client. Desired outcomes for one-on-one counseling include:

- increased quality of life for clients.
- increased coping skills.
- increased overall functioning.

Group counseling, one and one half (1½) hour sessions will be held weekly or biweekly. Desired outcomes for group sessions include:

- increased everyday coping skills and ability to handle daily stress.
- increased knowledge of available community resources.
- increased development of a social support system, which aids in daily stress reduction and coping abilities.
- increased awareness of client's needs via observation by professional therapist.
- increased knowledge of the grief cycle and mechanisms and tools to cope with end of life issues.

Pastoral counseling:

- increased acceptance of mortality
- decreased survivor's guilt
- increased fulfillment of one's religious needs

Nutritional counseling:

- increased/maintained weight
- increased selection of quality food groups
- increased adherence to medication regimens

Individual counseling outcome measures will be assessed by the use of the Global Assessment of Functioning (GAF) scale found in the Diagnostic and Statistical Manual for Mental Disorders (DSM 4). A GAF score will be obtained at the initial visit and upon termination or discharge from service. The average increase in functioning for Body Positive participants is 10 percent thereby increasing coping skills and quality of life.

Out of care assessments will be given bi-annually to support group participants. This tool will measure a client's self evaluation in the areas of group importance to everyday life, development of coping skills, maintaining positive psychosocial outlooks, awareness of community resources and the importance of the peer aspect of support groups. Although the results of this assessment, due to the subjectivity of the client, will not be a generalized measure of the overall group therapeutic effectiveness, it will support individual progress.

Additionally, a yearly client satisfaction survey will be distributed to all agency clients as required by Ryan White and Health Resources and Services Administration guidelines. Client satisfaction surveys are conducted annually. The desired outcome is that participation in group sessions provide a network of support for clients that help them acquire the knowledge and coping skills they need to live independently in the community.

### **Project Implementation Plan**

Body Positive currently receives Ryan White Part A funding under an existing psychosocial contract. Therefore, each of these components will begin within 30 days of receiving grant funding and will be offered without any interruption.



All activities to be undertaken under this grant are currently in place and, if funded, will continue to serve clients on an ongoing basis:

- With existing staff in place, psychosocial counseling sessions will be underway during the first 30 days of contract start date. The Body Positive counseling models are well established and will continue to provide appropriate one-on-one professional therapeutic treatment, follow-up and guidance or support for lasting behavior modification.
- Services offered to each of the target populations will be assessed and reviewed. Those requiring improvement, expansion or concentration will be done by Body Positive program staff in consultation with community resources such as Phoenix Children's Hospital, Phoenix Shanti, Chicanos por la Causa, HIV Care Directions and Jewish Family Counseling Services, state funded Mental Health Provider (Magellan) and other specialists. Priority will be placed on input from program participants. All counseling sessions and groups are currently ongoing and will therefore meet the requirement to be underway during the first 30 days of the contract start date.
- Body Positive will recruit a non-denominational member of the clergy to fulfill the pastoral care needs as mentioned above. This individual will be trained in small support group facilitation. Although already possessing skills and expertise in grief counseling, this new individual will be trained by mental health professionals to identify those who may need more intense counseling due to their losses. This individual will be identified within 30 days of receipt of award and support groups and counseling sessions initiated shortly thereof.
- Body Positive professionals, other than registered dietitians, currently provide nutritional counseling within the framework of their services. This component of the contract will simply rollover when the award is received.
- Within 30 days of the contract start date, Body Positive counseling staff, services and participants will be functioning as a cohesive unit. Members will have access to the resources necessary for creating personalized treatment plans, joined by a sense of community. Specialized sessions will be fully evolved with each distinct population empowered to participate collectively in those aspects that are universal while contributing to the ongoing development of solutions for special needs.

### **Distinctive Program Features**

The comprehensive nature of Body Positive's psychosocial services provides clients with a spectrum of delivery choices. One of the distinctive and noteworthy concepts regarding Body Positive services is that personnel are members of the communities in which they serve. This provides an immediate comfort level and ability to relate first hand with the target population that is not found in many other service organizations providing services to the general population.

Body Positive's staff composition closely matches the ethnic/racial makeup of individuals infected with HIV/AIDS in the EMA and Body Positive is one of only a few agencies statewide that has a board and staff composition of a significant number of HIV/AIDS-positive individuals.

"Innovative" is an accurate descriptive term for Body Positive in that the collection of services provided surpasses that of any AIDS service organization in the nation, given it is the only HIV/AIDS community-

based agency with community-based medical research clinical trials in the Southwest. Also noteworthy, is the model exhibited by Body Positive in co-location with McDowell Healthcare Clinic. This model provides clients with efficient, effective, accessible and timely continuum of care. The highlights of this collaboration include: convenient access to a full spectrum of services including primary care, dental services, professional psychosocial counseling, child watch, family services, medication adherence education and outreach activities.

Body Positive continues its rich history of collaboration within the HIV/AIDS community and it is clearly a distinctive feature of how Body Positive improves and leverages HIV/AIDS services.

Collaborating Agencies include:

- Care Directions
- Phoenix Shanti Group
- Phoenix Children's Hospital
- Southern Arizona AIDS Foundation
- Maricopa County Integrated Health Services
- McDowell Healthcare Clinic
- Arizona Department of Health Services
- Ebony House
- Chicanos por la Causa
- Concilio Latino de Salud
- Native American Community Health Center
- Planned Parenthood of Central and Northern Arizona

An additional distinctive program feature is the accessibility to the latest treatment breakthroughs by virtue of Body Positive's clinical trials program. Body Positive has direct and immediate access to the medical expertise of Dr. Andrew Myers – internal medicine physician, Body Positive medical director and Maricopa Medical Center director for inpatient HIV/AIDS services. Agency service programs include the use of exceptionally well qualified HIV/AIDS trained registered nurses, health educators and specialists in the provision of complex service program delivery. The agency's collaborative partner, McDowell Healthcare Clinic, serves more than 45 people monthly for professional counseling. Many of these individuals are referred to agency group sessions.

Body Positive continually improves outreach efforts and has staff members dedicated to marketing and outreach. Body Positive's marketing department has developed and produced "fact sheets" on individual Body Positive programs, Body Positive promotional packets, brochures, and mass media exposure. Body Positive has also developed videos seen on a community-wide basis as well as a Web site directing clients to services at the agency. Body Positive has programs displayed in the United Way campaign video seen by more than 500,000 people Valley wide. For Pinal County, Body Positive has the advantage of its existing contract with Cenpatico – the regional behavioral health authority in Southern Arizona – to provide HIV/AIDS outreach and referral services. These efforts will continue in 2008 with priority placed on developing messages effective for target market recruitment to the underserved and ethnic-based communities.

### **Staffing Model**

The staffing model for the proposed services includes existing key staff, which includes a program director, clinical director and professional therapists. The responsibilities of the counseling program staff are to conduct one-on-one sessions with clients, coordinate internal meetings, develop the programmatic session formats/therapy components, research resource linkages, support program promotions, develop mechanisms for enrollment and compile follow-up procedures and reports. Other duties will be assisting

with development and implementation of components, facilitation of sessions and distribution of promotional materials. The program director and program specialist will provide clerical services such as preparation of billing documents, materials and other programmatic procedures.

Licensed counselors provide the individual and/or support group services to clients. To ensure quality and integrity of services, all one-on-one counseling sessions are conducted by primary, licensed Body Positive staff.

A qualified member of the clergy will provide pastoral care to those who voice such a need and wish to speak about mortality, religious beliefs and end of life issues. This individual will also provide grief and bereavement counseling as well as facilitate a grief support group to be held twice a month.

All Body Positive programs are built upon a foundation of the integration of support, knowledge, advocacy, expertise and cooperation. Researchers have found that of the vast majority of psychosocial workers, only 19 percent of American Psychology Association (APA) programs for counseling and clinical psychology and only 14 percent of social work programs offer a course on counseling HIV/AIDS individuals. Body Positive requires all counselors and support group leaders to complete training on the following topics: medical overview, community resources, ethical, legal and professional issues, assessment and diagnosis, counseling diverse populations, counselor attitudes about AIDS, individual counseling, family and group interventions for clients, death and dying, and management of support groups. All agency counselors and support group facilitators will continue to be supervised and evaluated on a regular basis by the clinical director of psychosocial services who has a master's degree in counseling (or related disciplines) and is licensed in Arizona.

### **Schedule of Deliverables**

- Provide 707, 50 minute units of one-on-one psychosocial counseling sessions for qualified HIV/AIDS positive individuals, conducted by a professional counselor or highly trained member of the clergy
  - 467 general counseling sessions
  - 120 grief assessment counseling sessions
  - 60 bereavement counseling sessions
  - 60 pastoral care sessions
- Provide 232, 90 minute therapeutic group sessions facilitated by a licensed psychosocial professional for qualified HIV/AIDS positive individuals.
  - Six (6) targeted groups that account for 232 annual sessions that address the needs of gay men, women, heterosexuals, those diagnosed more than 10 years, men of color, MSM and a care giver support group
  - One (1) grief support group that will account for 24 annual sessions that will address the stages of grief and mourning process after the loss of a loved one
- 2,350 units of nutrition counseling provided by a non-registered dietitian

### **Cultural- and Linguistic-appropriate Service**

**Body Positive adopted a policy in February 2002 that requires compliance with the National Standards for Culturally and Linguistically Appropriate Service (CLAS) in Health Care. Body Positive continues**

**to be committed to meeting the CLAS standards in all program activity. Bilingual (Spanish-English) staff members are available in most program areas and all printed material is offered in both English and Spanish. Body Positive will continue to expand the number of staff and services to serve the monolingual, Spanish population. Currently, 32 percent of agency staff are bilingual and are placed in outreach, prevention, wellness, nutrition, scheduling/reception, clinical trials and administration. Body Positive employs an ethnically diverse staff of 40 employees and countless volunteers. The Men of Color support group facilitator is bi-lingual in English and Spanish.**

**Body Positive recognizes the changing demographics of HIV/AIDS, and throughout the past several years, has focused on developing a professional and diverse staff of high quality, which represents the various communities impacted by HIV/AIDS. The emphasis on multiculturalism reflects our clients' demographics – 40 percent of whom are Hispanic, African-American, Native American and/or Asian. Body Positive also has linkages with Indian Community Health Services for Education and Prevention. In 2006, Body Positive and Native American Community Health Center were awarded a contract from the Center for Disease Control to provide prevention services to men of color. In addition, Body Positive maintains direct linkage to HIV Care Directions for case management and to Valle del Sol and TERROS for addressing the challenges of serving intravenous drug users. Agency bylaws contain a mandate for racial parity as well as a non-discrimination clause for service provision. Body Positive is committed to the provision and development of appropriate service delivery methodologies, which are culturally competent and responsive.**

**Body Positive works in collaboration with Ebony House, TERROS, Chicanos Por La Causa, Phoenix Shanti Group, Centro DeAmistad Incorporado and Concilio Latino de Salud to serve high risk populations. Emphasis in this collaboration is on racial/ethnic minority populations, especially Latinos. Significant priority has been placed on creating a service delivery environment comfortable for every HIV/AIDS positive sub-group seeking services. To further enhance cultural responsiveness, approximately 20 percent of the entire staff is HIV/AIDS positive.**

### **Quality Management**

Body Positive maintains high standards in quality management and contract compliance issues. In addition to the quality indicators and outcome measures discussed previously in this proposal, we continually monitor compliance with all contract objectives including client eligibility. Random audits are conducted on client charts to ensure all documentation is correct and available. Additionally, all psychosocial records are viewed once each 90 days by the clinical director to ensure appropriate therapeutic care and documentation is consistent with the care and treatment plan. By nature of being a state-licensed facility, strict quality management measures are assured and audited by the Office of Behavioral Health Licensing (OBHL) a minimum of once per year. Currently, the agency is in compliance with these regulations as determined by the OBHL during their most recent visit in May 2007.

In current and past Ryan White contracting experience, the agency has worked with the Quality Management Office to improve quality outcomes, administer the required annual surveys and participate in overall, continuous improvement opportunities for Body Positive and ultimately, for HIV/AIDS care in the Phoenix EMA. Body Positive is committed to continued quality improvement and effective outcome measures for all services offered.

# ATTACHMENT A

## Application

### ATTACHMENT A

### SERVICE PROVIDER APPLICATION

Organization: *Body Positive, Inc.*  
 Address: *1144 E. McDowell Rd., Ste. 200*  
 City: *Phoenix* State: *AZ* Zip: *85006*  
 Telephone: *602-307-5330*  
 Executive Director/CEO: *Carol A. Poore*  
 Person completing this form: *Lyssa Fitzhugh* Contact Telephone: *602-307-5330*

Legal Status: ☒ Non profit 501-C3 ☐ Corporation ☐ LLC ☐ Partnership ☐ Other: \_\_\_\_\_

Years in Business: *16*

Maricopa County Vendor Registration Complete: ☒ Yes ☐ No Vendor Number: *44476*

Number of paid staff (fte) in your entire organization: *34*

Number of volunteer staff in your entire organization: *350+*

Do you meet the insurance requirements as described in Section 4.10 of this proposal: ☒ Yes ☐ No  
 If no, will you be able to meet the requirements upon contract approval: ☐ Yes ☐ No

Audit Requirements as described in Section 4.22:

In compliance with OMB Circular A-102	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
In compliance with OMB Circular A-110	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
In compliance with OMB Circular A-122	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
In compliance with OMB Circular A-87	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
In compliance with OMB Circular A-21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
In compliance with OMB Circular A-133	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

If N/A on any please explain:

In compliance with the records retention policies as described in Section 4.31? ☒ Yes ☐ No  
 If no, describe how you will meet this contract requirement:

Do you have a written Equal Opportunity Employment Policy Section 4.43? ☒ Yes ☐ No  
 If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.50? ☒ Yes ☐ No  
 If no, describe how you will meet this contract requirement:

Understand the requirements for using the CAREWare central database system as described in Section 4.51 ☒ Yes ☐ No  
 If no, describe how you will meet this contract requirement:

In compliance with confidentiality policies as described in Section 4.55? ☒ Yes ☐ No  
 If no, describe how you will meet this contract requirement:

Do you receive grant funds for your programs: ☒ Yes ☐ No  
 If yes, please list who you receive the grants from and how long:  
 Grant Fund 1: \_\_\_\_\_ Since: \_\_\_\_\_  
 Grant Fund 2: \_\_\_\_\_ Since: \_\_\_\_\_  
 Grant Fund 3: \_\_\_\_\_ Since: \_\_\_\_\_

ATTACHMENT A

SERVICE PROVIDER APPLICATION

Do you have a financial system in place that will allow you to separate income and expenditures related to each grant and general funds: ☒ Yes ☐ No

If yes, Describe system:

If no, describe how you would be able to implement a system:

Do you have a financial system in place that will allow you to perform third party billing to ensure that funds used under this contract are the payer of last resort? ☒ Yes ☐ No

If no, describe how you would be able to implement a system for this:

## **Executive Summary**

### **The Organization**

Body Positive, Inc. is an HIV and AIDS research and resource center based in Phoenix, Arizona, USA. Body Positive is the largest clinical trial, education, behavioral health and nutrition support center dedicated to fighting HIV and AIDS in the southwestern United States. Founded in 1990, Body Positive is a community-based, volunteer-supported agency with a local and global reach.

### **Agency Vision and Mission**

Body Positive leads the fight against HIV and AIDS by reducing infection, improving quality of life and contributing to worldwide research.

### **Services Provided**

To help those who are infected live longer and healthier with HIV/AIDS, Body Positive offers services such as support groups, risk-education management, clinical trials opportunities, family and children's services, behavioral health services, community education, primary and secondary prevention, wellness and nutritional guidance.

Body Positive exists to enhance the quality of life for individuals and their families infected with, affected by, and at risk for HIV/AIDS and other related conditions. The agency provides comprehensive services in a nonjudgmental, safe and supportive environment. Emphasis is placed on providing direct services and prevention programming which addresses the entire range of health and daily living issues surrounding the disease. Using a holistic approach to those infected and affected by HIV/AIDS, programs are designed to meet the physical, emotional and spiritual needs of our clients through wellness services, education, clinical trials, family support, women's services, prevention, outreach and behavioral health services. The agency plays a critical role in the global treatment of HIV/AIDS as is one of few national clinical trials research centers not affiliated with a university medical center. Significant investments in our wellness programs have expanded our client base and provide increased access to naturopathic services. Body Positive is a state licensed behavioral health outpatient clinic, offering a counseling program which assists individuals, couples and families in dealing with the psychological, social, emotional and medical concerns created by HIV/AIDS.

### **Client Demographics**

The agency's services and programs make a significant difference in the lives of those living with and affected by HIV/AIDS, homeless, recent immigrants, women, youth, families and the disenfranchised populations of Arizona. Key target markets to receiving services are individuals and their families infected, affected or at risk for HIV/AIDS and other related conditions, living and/or working in Arizona.

Through direct and support services to those living with HIV/AIDS, as well as those at risk for and affected by the virus, the agency provides culturally, socially and economically appropriate programs that meet the diverse and complex needs of agency clientele.

## **Proposal**

### **Organization Qualifications**

By nature of being a state-licensed facility, strict quality management measures are assured and audited by the Office of Behavioral Health Licensure (OBHL) a minimum of once per year. Currently, the agency is in compliance with these regulations as determined by the OBHL during their most recent visit in May 2007.

### **Staff Qualifications/Attainment**

The staffing model for the proposed services include existing key staff comprised of a program director, clinical director and licensed therapists. The responsibilities of the counseling program staff are to conduct one-on-one sessions with clients, coordinate internal meetings, develop the programmatic session formats/therapy components, research resource linkages, support program promotions, develop mechanisms for enrollment and compile follow-up procedures and reports. Other duties will be assisting with development and implementation of components, distribution of promotional materials and facilitation of sessions. The program director and program specialist will provide clerical services such as preparation of billing documents, materials and other programmatic procedures.

Mental health staff at Body Positive are licensed and qualified to provide individual and/or support group services to clients. Agency mental health staff members have earned master's degrees in mental health-related fields and are licensed as applicable. In the event a client with specific counseling issues needs extended or specialized therapy, a Body Positive mental health staff member will make a referral to one of many collaborating professionals or agencies qualified to work with that individual's unique needs.

### **Organization Marketing Plan**

Body Positive has inducted a full-bodied marketing plan that will promote the vision and mission of the organization through print and broadcast media throughout the Southwest as well as nationwide. Current and future plans incorporate tactics including: media exposure through feature stories and public events; creation of promotional materials to build and support agency programs and fundraising events; Web-based, interactive events; and face-to-face, educational events. Marketing activities will create higher visibility of the agency as well as its major initiatives, which include prevention, education and outreach, wellness and life management, and research.

Body Positive has recently appointed a director of marketing communications to oversee these activities, work in coordination with the agency's overall objectives and support the obligations detailed in this contract.



**ATTACHMENT B**  
**Pricing & Budget Form**

**NAME OF  
ORGANIZATION:**

Body Positive

Fed. Employee ID #  
(FEIN)

86-0695826

ADDRESS:

1144 E McDowell Road

Phoenix AZ 85006

AUTHORIZED  
CONTACT

Carol A Poore

TELEPHONE

602 307-5330

FAX

602 307-5021

E-MAIL

[cpoore@bodypositive.org](mailto:cpoore@bodypositive.org)

PRIMARY CONTACT

Carol A Poore

TELEPHONE

602 307-5330

FAX

602 307-5021

EMAIL

[cpoore@bodypositive.org](mailto:cpoore@bodypositive.org)

**SERVICE CATEGORY**

Psychosocial Support

GRANT PERIOD:

03/01/2008

02/28/2009

Start Date

End Date

AMOUNT


\$

141,545.00

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The following tabs are to be used to update the Budget Cover Sheet.

All backup is required with each grant.

 These cells indicate provider required entry.

(Section I)

Organization  
Service  
Category  
Grant Period

<b>Body Positive</b>		Contract Number
<b>Psychosocial Support</b>		
<b>March-08</b>	Through	<b>February-09</b>

(Enter Contract #)

**Narrative of Grant:**

Individual and/or group counseling, other than mental-health counseling, provided to clients, family, and/or friends by non-licensed counselors. May include psychosocial providers, peer counseling/support group services, caregiver support/bereavement counseling, drop-in counseling, benefits counseling, and/or nutritional counseling, or education.

(Section II)

Budget Requested: \$ 141,545.00

Operating Expenses			Administrative Budget	Direct Service Budget	Total Budget
Personnel:	Salaries	1.21 FTE	\$11,031.49	\$38,839.01	\$49,870.50
Personnel:	Fringe/Benefits		2,196.37	7,732.85	9,929.22

Subtotal: Personnel

13,227.86 46,571.85 59,799.71

**Other Direct Costs**

Travel		-	77.60	77.60
Supplies		100.76	2,766.93	2,867.69
Equipment		-		
Contractual		-	77,420.00	77,420.00
Program Support		115.04	764.96	880.00
Other Professional Services		500.00	-	500.00

Subtotal: Other Direct Costs		715.80	81,029.49	81,745.29
------------------------------	--	--------	-----------	-----------

Total Operating Expenses		13,943.66	127,601.34	141,545.00
--------------------------	--	-----------	------------	------------

(Personnel and Other Direct Costs)

Indirect Costs		-		-
Indirect Rate		0%		

(Providers claiming an indirect cost must submit their most current negotiated

indirect cost rate issued by the cognizant federal agency.)

Total Costs of Grant	(Percent of Total)	13,943.66	127,601.34	\$141,545.00
(Total Operating Expenses plus Indirect Costs)		10%	0%	

GRANT  
BALANCE

\$(0.00)

(Grant Revenue less Total Costs of Grant)

Finance Approval \_\_\_\_\_ Date: \_\_\_\_\_

Ex Director Approval \_\_\_\_\_ Date: \_\_\_\_\_

Administrative Agent \_\_\_\_\_ Date: \_\_\_\_\_

Personnel All staff paid in full or part from this Ryan White Title I grant are to be listed in the following chart.

1 Staffing				Provider Entry	Auto Calculation							
(C)	(C - a)	(D)	(E)	(F) = (A)*(E)*(D)	(G) = (F)*(B)	(H)	(I)	(J) = (F)*(I)	(K) = (G) * (I)	(L) = (F) - (J)	(M) = (G) - (k)	
Staffing Body Positive Psychosocial Support												
Position Title	Last Name	FTE	Rate	Gross Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status	Percent applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits	
1 Director	Weiner	0.1	30	6,240.00	1,242.38	A	100%	6,240.00	1,242.38	-	-	
Responsible for supervision of all program components to include, service delivery, quality assurance, reporting and monitoring. Provides supervision to all contract staff.												
2 Clinical Director	Bruno	0.25	25	13,000.00	2,588.30	D	0%	-	-	13,000.00	2,588.30	
Provides direct client service to include individual and couples counseling and support group facilitation. Supervisor responsibilities are not funded by this contract.												
3 Counselor	Kelliher	0.35	20	14,560.00	2,898.90	D	0%	-	-	14,560.00	2,898.90	
Provides direct client service to include individual and couples counseling and support group facilitation.												
4 Counselor	Carter	0.25	16.34	8,496.80	1,691.71	D	0%	-	-	8,496.80	1,691.71	
Provides direct client service to include individual and couples counseling and support group facilitation.												
5 Manager	Hunt	0.12	16.8	4,193.28	834.88	A	100%	4,193.28	834.88	-	-	

Calculating Annual Salary	2080
(Rate x Annual Hours)	

Benefits	
Benefits	Percent
payroll tax	7.65%
SUTA	1.53%
Workers Comp	0.40%
Health Insurance	7.60%
401K Plan	2.10%
Dental Insurance	0.34%
Life Insurance	0.29%
TOTAL	19.91%

6	Program Specialist	Worthington	0.04	14.38	1,196.42	238.21	A	50%	598.21	119.10	598.21	119.10
Responsible for maintaining eligibility documentation for all clients.												
7	Program Specialist	Kolsrud	0.1	10.5	2,184.00	434.83	D	0%	-	-	2,184.00	434.83
Responsible for scheduling client appointments with counselor												
TOTAL			1.21		49,870.50	9,929.22			11,031.49	2,196.37	38,839.01	7,732.85

(Admin)	0.24	FTE	(N) = (D) * (I)		20%	(P) = (N) / ((N) + (O))
(Direct Service)	0.97	FTE	(O) = (D) * (1-(I))	Percent FTE	80%	(Q) = (O) / ((N) + (O))

1.21

## TRAVEL

Travel can be budgeted for the cost of staff mileage and other travel associated with Ryan White CARE Act Title I funds.

- 1 Mileage** Mileage will be budgeted utilizing the standard calculation of annual miles for a full time staff person x the rate determined by your organization per mile x the number of FTE(s) budgeted to provide services under this grant.

	(A)	(B)	(C)	(D) = (B)*(C)*(A)	(E)	(F)	(G)
<b>Mileage Body Positive Psychosocial Support</b>							
	<b>FTE</b>	<b>Annual Miles Budgeted (Per 1 FTE)</b>	<b>Current Rate</b>	<b>Total Budget</b>	<b>Admin</b>	<b>Direct Svc</b>	<b>Description</b>
			<b>\$0.40</b>				
1	Admin 0.24	0		\$-	-	-	
2	Direct Svc 0.97	200		77.60		\$77.60	
	<b>TOTAL</b>	200	194	77.60	-	77.60	<b>\$77.60</b>
(Total Miles)							

**(B) Note - Budget annual mileage for 1 FTE.**

## 2 Other Allowable Travel

At this time, Maricopa County Department of Public Health has determined that costs included in this section are Administrative Costs.

	(A)	(B)	( C )	(D) = (B)+( C )	(E) = (D)	(F)	(G)		
	Other Allowable Travel Body Positive Psychosocial Support								
	Dates of Travel	Cost Line Item	Cost Line Item	Total Budget	Admin	Dir Service	Description		
1		\$-	\$-	-	-	0			
	Description					0			
2		\$-	\$-	-	-	0			
	Description					0			
3		\$-	\$-	-	-	0			
	Description					0			
				-	-	-	\$-		

		Admin	Direct Service	Total
<b>SUMMARY</b>	(Travel)	-	77.60	77.60



The supplies line item is used to budget funds for supplies used in the operations of the budget. This category can include general office supplies and program/medical supplies.

- 1 **General Office Supplies: includes pens, paper, toner, etc.** (Apply at FTE Ratio)

	(A)	(B)	(C) = (A)*(1-(B	(D) = (B) + (C)	(E)
<b>General Office Supplies: includes pens, paper, toner, etc. Body Positive Psychosocial Support</b>					
Item	Annual Budget	Admin 20%	Direct Service	Total	Narrative
1 Office Supplies	508	100.76	407.24	508.00	Pens, paper, toner, etc.
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		100.76	407.24	TOTAL	\$508.00

- 2 **Program Supplies**

Program Supplies have been deemed Direct Service.

	(A)	(B)	(C)	(D) = (B)	(E)	(F)
<b>Program Supplies Body Positive Psychosocial Support</b>						
Description	Annual Budget	Admin	Direct			Narrative
1 Supplies	2359.69	0	2,359.69			Program files, labels, forms, etc.
2			-			
3			-			
4			-			
5			-			
			-			
TOTAL		-	2,359.69	TOTAL	\$2,359.69	

**Equipment less than \$1,000** - includes computers, fax machines, shredders, and adding machines to be used in the operations of this grant.

(Apply at FTE Ratio)

3

	(A)	(B)	(C) = (A)*(1-(B	(D) = (B) + (C)	(E)
<b>Equipment less than \$1,000 Body Positive Psychosocial Support</b>					
Description	Allocated Budget	Admin 20%	Direct Service	Total	Narrative
1	0	-	-	-	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

Summary

100.76

2,766.93

The equipment line item is budgeted for equipment purchased or leased in conjunction with operations of the grant.

**Equipment greater than \$1,000**

- 1 Equipment greater than \$1,000 - Include large equipment necessary to be used in the operations of this grant. Please note that there are more requirements for approval.

	(A)	(B)	(c)	(D) = (B * (1 - (C))	(D) = (B) + (C)	(E)
<b>Equipment greater than \$1,000 Body Positive Psychosocial Support</b>						
	Item Budgeted	Amount Budgeted	Admin 20%	Direct Service	Total	Narrative
1		0	-	-	-	
2			-	-	-	
3			-	-		
4			-	-		
5			-	-		
			-	-		
			-	-		
TOTAL			-	-	TOTAL	\$-

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.

This budget category includes payments to outside consultants and temporary services. This is professional and clerical.

**Consulting**

1 Consulting - Include any payments anticipated for consulting and capacity building services

Consulting Body Positive Psychosocial Support									
	Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service	
1			0	-	0%	-	-		
	Licenses / qualifications								
	Narrative								
2		0	0	-	0%	-	-		
	Licenses / qualifications								
	Narrative								
3				-		-	-		
	Licenses / qualifications								
	Narrative								
4									
				TOTAL		-	-	\$-	

**Subcontracts**

- 2 Include any payments for subcontracts to provide services under this grant.

Backup is required for each subcontract listed in this section. Maricopa County Department of Public Health

will enforce the 10% administrative Cost Cap established first-line entities receiving Title I funds.

Subcontracts Body Positive Psychosocial Support									
Contract Provider		Units/Hours Budgeted	Quoted Rate	Total Budget	Admin Rate	Admin Budget	Direct Service	Dates of Service	
1	Peart	100	50	5,000.00	0%	-	5,000.00	March 1, 2008- February 28, 2009	
	Service(s) Provided	Support Group Facilitation							
	Narrative	Provides facilitation for support group.							
2	Williams/Ewald/Kupperman	2350	30	70,500.00	0	-	70,500.00	0	
	Service(s) Provided	Nutritional counseling							
	Narrative								
3	Clergy TBD	96	20	1,920.00	0	-	1,920.00	0	
	Service(s) Provided	Bereavement counseling; grief support group facilitation							
	Narrative								
					TOTAL	-	77,420.00	\$77,420.00	

1 Telephone

Telephone Body Positive Psychosocial Support							
Description	Annual Amount Budgeted	Admin 20%	Direct Service	Total	Narrative Justification		
1 Cell Phones	0	-	-	-	local phone service for program staff		
2 Direct Line	400	79.34	320.66	400.00			
3		-	-				
		-	-				
TOTAL		79.34	320.66	TOTAL	\$400.00		

2 Copy/Duplicating

Copy/Duplicating Body Positive Psychosocial Support							
Description	Budget	Admin 20%	Direct Service	Total	Narrative Justification		
Program Brochures							
Support Group Flyers	300		300.00	300.00	Duplicating cost for support group flyers		
Other Copying/Duplicating							
	0	-	-	-			
	0	-	-	-			
	0	-	-	-			
TOTAL		-	300.00	TOTAL	\$300.00		

Budget Category 6 4

3 Postage

Postage Body Positive Psychosocial Support							
Description	Amount Budgeted	Admin 20%	Direct Service	Total	Narrative Justification		
1 Postage	180	35.70	144.30	180.00	Postage for client mailing to include flyers, enrollment letters etc.		
		-	-				
TOTAL		35.70	144.30	TOTAL	\$180.00		

- 4 Utilities
- Utilities have been deemed 100% administrative. (Ruling 6.6.B05)

Utilities Body Positive Psychosocial Support							
Description		Amount Budgeted	Admin 20%	Direct Service	Total	Narrative Justification	
1		0	-	-	-		
			-	-	-		
			-	-	-		
			-	-	-		
			-	-	-		
TOTAL			-	-	TOTAL	\$-	

- 4 Other Program Support

Other Program Support Body Positive Psychosocial Support							
Description		Budgeted Amount	Admin 20%	Direct Service	Total	Narrative	
1		0	-	-	-		
		0	-	-	-		
		0	-	-	-		
		0	-	-	-		
			-	-	-		
TOTAL			-	-	TOTAL	\$-	

## 1 Audit/Accounting/Finance

Audit/Accounting/Finance Body Positive Psychosocial Support							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description
a Miller Wagner	0	20000	-		-		
Cost Method Used	This contract is 2.5% of overall agency revenue budget and is allocated 2.5% of cost.						
Budget Justification	This item is provided but not funded by this grant.						
b			-		-		
Cost Method Used							
Budget Justification							
c					-		
Cost Method Used							
Budget Justification							
				TOTAL	-		\$ -

## 2 Insurance

Insurance Body Positive Psychosocial Support							
Insurance Type	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description
a Liability	20000	3%	500.00		500.00		
Cost Method Used	Insurance is allocated by FTE at the rate of \$606 per FTE. There are 1.35 FTE on this contract						
Budget Justification	Covers liability for provision of Behavioral Health services. Of the \$818 cost of this line item only \$300 is covered under this contract due to other administrative expense.						
b	0	0%	-		-		
Cost Method Used							
Budget Justification							
c		0%	-		-		
Cost Method Used							
Budget Justification							
				TOTAL	500.00		\$500.00

3 Rent/Space

Rent/Space Body Positive Psychosocial Support							
Provider	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description
Devman	216600	0%	-		-		
a	Cost Method Used Based on Square Feet. This program requires 15.7% of total BP space. Only 1% is funded by this contract.						
	Budget Justification						
				TOTAL	-		\$ -

4 Other Professional Service

Other Professional Service Body Positive Psychosocial Support							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description
	0	0	-	0%	-	-	
a	Cost Method Used						
	Budget Justification						
b			-		-	-	
	Cost Method Used						
	Budget Justification						
c					-	-	
	Cost Method Used						
	Budget Justification						
			-	TOTAL	-	-	\$ -



**Instructions**

: Complete the yellow sections for this template. All information will be linked to the Unit Cost sheet of this work book  
This sheet allows for planning and cost calculations for services to be provided under this grant.  
Providers may utilize this sheet to determine costs of units that they are proposing for the contract.  
Providers also have the option to utilize the Unit Cost Narrative sheet at the end of this workbook.

Organization Name: **Body Positive**  
Contract: **psychosocial support**

	(A) Activity (From Work Statement)	(B) Product / Unit Name	(C) Numb er of Units Propo sed	(D) Proposed Fee Per Product/Deliverable	Schedule of Deliverables												(E) Total Payment Per Objective/Activity
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
A		Support Group	267	175.00													46,725.00
B		Individual Counseling	696	40.00													27,840.00
C		Nutrition Counseling	2,305	29.06													66,986.87
D			-	-													-
E			-	-													-
F			-	-													-
G			-	-													-
H			-	-													-
TOTAL			3,268		-	-	-	-	-	-	-	-	-	-	-	-	

141,551.87  
\$141,545.00  
\$6.87  
(Over Budget)

- (A) From the Work Statement - enter which activity this unit relates to.  
(B) Product/Unit Name - Enter the name that identifies this unit.  
(C) Enter the number of units proposed for the contract year.  
(D) This fee calculates automatically, based on the budget and unit cost from the Unit Cost Worksheet.  
Schedule of Deliverables Enter the number of units BY MONTH proposed in the corresponding column and row.  
(E) This calculates the total amount budgeted, based on proposed units x proposed fee, for this contract.

Unit of Service (Name)	A	Support Group
Unit Definition (Describe the Unit)	support group	

Units Proposed	267	(Enter the percentage of total contract time that this unit will account for)
Percent of Total	8%	

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
<b>Counselor</b>	Facilitate group	25.00	4.98	30	120	59.96
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Direct Labor Cost						59.96

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	77.60	267	8%	0.02
Supplies	2,766.93			0.85
Equipment	-			-
Contractual	77,420.00			23.69
PS	764.96			0.23
Other Direct Costs	-			-
GROSS TOTAL DIRECT Costs				84.75

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	11,031.49	2,196.37	13,227.86	8%	267.00	4.05
Total Admin Labor Cost						4.05

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	267	8%	-
Supplies	100.76			0.03
Equipment	-			-
Contractual	-			-
PS	115.04			0.04
Other Direct Costs	500.00			0.15
GROSS TOTAL ADMIN Costs				4.27

Indirect	-	
COST PER UNIT		89.02

Unit of Service (Name)	<b>B</b>	Individual Counseling
Unit Definition (Describe the Unit)		one on one counseling

Units Proposed	<b>696</b>	
Percent of Total	<b>21%</b>	(Enter the percentage of total contract time that this unit will account for)

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
<b>Counselor</b>	Individual Counseling	25.00	4.98	30	60	29.98
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Direct Labor Cost						29.98

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	77.60	696	21%	0.02
Supplies	2,766.93			0.85
Equipment	-			-
Contractual	77,420.00			23.69
PS	764.96			0.23
Other Direct Costs	-			-
GROSS TOTAL DIRECT Costs				54.77

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	11,031.49	2,196.37	13,227.86	21%	696.00	4.05
Total Admin Labor Cost						4.05

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	696	21%	-
Supplies	100.76			0.03
Equipment	-			-
Contractual	-			-
PS	115.04			0.04
Other Direct Costs	500.00			0.15
GROSS TOTAL ADMIN Costs				4.27

Indirect	-					-
COST PER UNIT						59.04

Unit of Service (Name)	<b>c</b>	Nutrition Counseling
Unit Definition (Describe the Unit)		Nutrition Counseling
Units Proposed	<b>2305</b>	(Enter the percentage of total contract time that this unit will account for)
Percent of Total	<b>71%</b>	

Direct Costs						
POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Direct Labor Cost						-

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	77.60	2,305	71%	0.02
Supplies	2,766.93			0.85
Equipment	-			-
Contractual	77,420.00			23.69
PS	764.96			0.23
Other Direct Costs	-			-
GROSS TOTAL DIRECT Costs				24.79

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	11,031.49	2,196.37	13,227.86	71%	2,305.00	4.05
Total Admin Labor Cost						4.05

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	2,305	71%	-
Supplies	100.76			0.03
Equipment	-			-
Contractual	-			-
PS	115.04			0.04
Other Direct Costs	500.00			0.15
GROSS TOTAL ADMIN Costs				4.27

Indirect	-					-
COST PER UNIT						29.06

Unit of Service (Name)	D	0
Unit Definition (Describe the Unit)		

Units Proposed	0	(Enter the percentage of total contract time that this unit will account for)
Percent of Total	0%	

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Direct Labor Cost						-

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	77.60	-	0%	#DIV/0!
Supplies	2,766.93			#DIV/0!
Equipment	-			#DIV/0!
Contractual	77,420.00			#DIV/0!
PS	764.96			#DIV/0!
Other Direct Costs	-			#DIV/0!
GROSS TOTAL DIRECT Costs				#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	11,031.49	2,196.37	13,227.86	0%	-	#DIV/0!
Total Admin Labor Cost						#DIV/0!

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	-	0%	#DIV/0!
Supplies	100.76			#DIV/0!
Equipment	-			#DIV/0!
Contractual	-			#DIV/0!
PS	115.04			#DIV/0!
Other Direct Costs	500.00			#DIV/0!
GROSS TOTAL ADMIN Costs				#DIV/0!

Indirect	-	#DIV/0!
COST PER UNIT		#DIV/0!

Unit of Service (Name)	E	0
Unit Definition (Describe the Unit)		

Units Proposed	0	(Enter the percentage of total contract time that this unit will account for)
Percent of Total	0%	

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Direct Labor Cost						-

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	77.60	-	0%	#DIV/0!
Supplies	2,766.93			#DIV/0!
Equipment	-			#DIV/0!
Contractual	77,420.00			#DIV/0!
PS	764.96			#DIV/0!
Other Direct Costs	-			#DIV/0!
GROSS TOTAL DIRECT Costs				#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	11,031.49	2,196.37	13,227.86	0%	-	#DIV/0!
Total Admin Labor Cost						#DIV/0!

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	-	0%	#DIV/0!
Supplies	100.76			#DIV/0!
Equipment	-			#DIV/0!
Contractual	-			#DIV/0!
PS	115.04			#DIV/0!
Other Direct Costs	500.00			#DIV/0!
GROSS TOTAL ADMIN Costs				#DIV/0!

Indirect	-	#DIV/0!
COST PER UNIT		#DIV/0!

Unit of Service (Name)	F	0
Unit Definition (Describe the Unit)		

Units Proposed	0	(Enter the percentage of total contract time that this unit will account for)
Percent of Total	0%	

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Direct Labor Cost						-

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	77.60	-	0%	#DIV/0!
Supplies	2,766.93			#DIV/0!
Equipment	-			#DIV/0!
Contractual	77,420.00			#DIV/0!
PS	764.96			#DIV/0!
Other Direct Costs	-			#DIV/0!
GROSS TOTAL DIRECT Costs				#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	11,031.49	2,196.37	13,227.86	0%	-	#DIV/0!
Total Admin Labor Cost						#DIV/0!

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	-	0%	#DIV/0!
Supplies	100.76			#DIV/0!
Equipment	-			#DIV/0!
Contractual	-			#DIV/0!
PS	115.04			#DIV/0!
Other Direct Costs	500.00			#DIV/0!
GROSS TOTAL ADMIN Costs				#DIV/0!

Indirect	-	#DIV/0!
COST PER UNIT		#DIV/0!

Unit of Service (Name)	<b>G</b>	0
Unit Definition (Describe the Unit)		

Units Proposed	0	(Enter the percentage of total contract time that this unit will account for)
Percent of Total	0%	

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Direct Labor Cost						-

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	77.60	-	0%	#DIV/0!
Supplies	2,766.93			#DIV/0!
Equipment	-			#DIV/0!
Contractual	77,420.00			#DIV/0!
PS	764.96			#DIV/0!
Other Direct Costs	-			#DIV/0!
GROSS TOTAL DIRECT Costs				#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	11,031.49	2,196.37	13,227.86	0%	-	#DIV/0!
Total Admin Labor Cost						#DIV/0!

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	-	0%	#DIV/0!
Supplies	100.76			#DIV/0!
Equipment	-			#DIV/0!
Contractual	-			#DIV/0!
PS	115.04			#DIV/0!
Other Direct Costs	500.00			#DIV/0!
GROSS TOTAL ADMIN Costs				#DIV/0!

Indirect	-	#DIV/0!
COST PER UNIT		#DIV/0!



Unit of Service (Name)	H	0
Unit Definition (Describe the Unit)		
Units Proposed	0	(Enter the percentage of total contract time that this unit will account for)
Percent of Total	0%	

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Direct Labor Cost						-

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	77.60	-	0%	#DIV/0!
Supplies	2,766.93			#DIV/0!
Equipment	-			#DIV/0!
Contractual	77,420.00			#DIV/0!
PS	764.96			#DIV/0!
Other Direct Costs	-			#DIV/0!
GROSS TOTAL DIRECT Costs				#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
<b>Salaries</b>	11,031.49	2,196.37	13,227.86	0%	-	#DIV/0!
Total Admin Labor Cost						#DIV/0!

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	-	0%	#DIV/0!
Supplies	100.76			#DIV/0!
Equipment	-			#DIV/0!
Contractual	-			#DIV/0!
PS	115.04			#DIV/0!
Other Direct Costs	500.00			#DIV/0!
GROSS TOTAL ADMIN Costs				#DIV/0!

Indirect	-	#DIV/0!
COST PER UNIT		#DIV/0!

**Instructions:** Use this worksheet to submit manual calculations of proposed reimbursement rates for services provided under this grant.

Complete one section for each unit of service proposed. (i.e, face-to-face visit)

It is the Providers responsibility to adequately identify costs associated with this service. unallowable and/or unnecessary costs will be rejected by MCDPH.

Unit Name: Support Group

Definition: Support Groups will meet for 1.5 - 2.0 hours and will be facilitated by a counselor. Attendance at each group varies from 3-15 members. There 5-7 different support groups per week that meet a variety of demographic needs to include, Women, Heterosexual, MSM, and Men of color.

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement: one support group (Define how the unit will be measured.)  
(i.e., 1 unit = 1 hour)

Reimbursement Rate Requested: \$ 175.00 (enter the rate at which you are submitting to be reimbursed for this service.)

\* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)  
(PER UNIT)

	Description of Cost	Cost	Narrative Justification
1	Personnel and benefits	161.30	Staff time required to conduct a 1.5-2.0 hour group session and documentation. Includes staff time to verify eligibility and reporting as well as direct service. Based on a percentage of this units cost compared to the overall budget.
2	supplies	3.40	Supplies required to provide this unit of service include files, paper, copying of eligblity documents, etc. Include as a percentage of overall budgeted expense.
3	space	5.60	Space required to provide privacy to 5-12 group members. Represents a percentage of overall budgeted space.
4	consultant	4.70	cost of consultant to provide facilitation of one support group per week.
5			
6			
7			
8			
9			
10			
	Total	175.00	

Description of Cost Identify the cost associated with providing this cost.  
(i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.  
any other information relevant to justify this cost.

Unit Name: Individual Counseling

Definition: One on one counseling with an eligible client. This service provides an face to face visit with a RW eligible client to discuss issues related to HIV diagnosis, behavior modification, anxiety, depression, stress and other behavioral health issues. All services are provided by licensed and/or trained master level therapist.

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement: 1 unit = 60 minutes of counseling (Define how the unit will be measured.) (i.e., 1 unit = 1 hour)

Reimbursement Rate Requested: \$ 40.00 (enter the rate at which you are submitting to be reimbursed for this service.)

\* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.) (PER UNIT)

	Description of Cost	Cost	Narrative Justification
1	Personnel and benefits	35.72	The staff time required to provide face to face visit with clients. Cost represents average cost of one hour of staff time for this service.
2	supplies	0.87	Supplies include files, notes, paper, ink, toner, envelopes etc. Based on percentage of this unit compared to overall budget for supplies.
3	space	2.75	Space required for confidential and private meeting with client and therapist. Based on a percentage of this units cost compared to overall budget expense.
4	Program Support	0.66	Includes phone, printing, and postage for this unit of service. Includes flyers for client distribution, postage to mail client notices. Amount is a percentage of this units requirements of overall budget expense.
5			
6			
7			
8			
9			
10			
	Total	40.00	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit  
Name:

Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

(Define how the unit  
will be  
measured.)  
(i.e., 1 unit = 1  
hour)

Reimbursement Rate Requested:

(enter the rate at which you are submitting to be  
reimbursed for this service.)

\* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)

(PER  
UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total

-

Description of Cost

Identify the cost associated with providing this cost.  
(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative Justification

Briefly describe how this cost was calculated, the reason for this  
cost, and any other information relevant to justify the cost.  
any other information relevant to justify this cost.

Unit  
Name:  
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

(Define how the unit  
will be  
measured.)  
(i.e., 1 unit = 1  
hour)

Reimbursement Rate Requested:

(enter the rate at which you are submitting to be  
reimbursed for this service.)

\* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)  
(PER  
UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total		-	

Description of Cost

Identify the cost associated with providing this cost.  
(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative Justification

Briefly describe how this cost was calculated, the reason for this  
cost, and any other information relevant to justify the cost.  
any other information relevant to justify this cost.

Unit  
Name:

Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

(Define how the unit  
will be  
measured.)  
(i.e., 1 unit = 1  
hour)

Reimbursement Rate Requested:

(enter the rate at which you are submitting to be  
reimbursed for this service.)

\* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)  
(PER  
UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total		-	

Description of Cost

Identify the cost associated with providing this cost.  
(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative Justification

Briefly describe how this cost was calculated, the reason for this  
cost, and any other information relevant to justify the cost.  
any other information relevant to justify this cost.

Unit  
Name:

Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

(Define how the unit  
will be  
measured.)  
(i.e., 1 unit = 1  
hour)

Reimbursement Rate Requested:

(enter the rate at which you are submitting to be  
reimbursed for this service.)

\* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)  
(PER  
UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total		-	

Description of Cost

Identify the cost associated with providing this cost.  
(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative Justification

Briefly describe how this cost was calculated, the reason for this  
cost, and any other information relevant to justify the cost.  
any other information relevant to justify this cost.

Unit  
Name:

Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

(Define how the unit  
will be  
measured.)  
(i.e., 1 unit = 1  
hour)

Reimbursement Rate Requested:

(enter the rate at which you are submitting to be  
reimbursed for this service.)

\* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)  
(PER  
UNIT)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total		-	

Description of Cost

Identify the cost associated with providing this cost.  
(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative Justification

Briefly describe how this cost was calculated, the reason for this  
cost, and any other information relevant to justify the cost.  
any other information relevant to justify this cost.



## ATTACHMENT C Work Plan

*Body Positive*

FY 2008/2009 WORK PLAN FOR *Psychosocial Support*

**Performance Measure FY 2008/2009**

- |                                     |                                 |
|-------------------------------------|---------------------------------|
| 1) Number of new clients = 60       | 4) =                            |
| 2) Number of returning clients =300 | 5) =                            |
| 3) Face to Face visits =1800        | 6) % of compliance =            |
|                                     | 7) Total # unduplicated clients |

Goal:

Provide support to individuals with HIV by addressing psychosocial concerns while promoting good physical and mental health.

OBJECTIVES:	ACTIVITIES	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS	IMPLEMENTATION PLAN/POSITIONS REQUIRED
<b>Objective 1:</b> Provide 707 Psychosocial Support units of counseling with RW eligible clients to address behavioral and psychosocial concerns related to HIV.	<b>The project will:</b> Verify all client eligibility. Meet with clients face to face for 50 minutes to discuss behavioral and psychosocial concerns. Document assessment, treatment plan and progress in client file. Assess effectiveness of each group once per quarter.  <b>Responsible staff:</b> <i>Front office staff                      Counselors/therapist                      Clergy</i>	<b>Narrative Measure Statement:</b> <ul style="list-style-type: none"> <li>- All visits will be recorded in the database and reconciled with the providers statement at the end of the month.</li> <li>- Client eligibility will be verified at each visit.</li> <li>- Chart reviews are performed monthly for each client to determine proper documentation of client chart notes.</li> </ul> <b>Service Unit Name:</b> 1:1 Counseling <b>Service Unit Description:</b> A face to face meeting with eligible client, couple or family. 1 unit = 50 minutes  <b>Units to be Provided:</b> <b>707</b>	<b>CareWare and point of service data systems are currently in place to record each client visit. Eligibility is entered into CareWare and monitored at each visit.</b> A file audit system if in place to allow each client file to be audited once per month for proper documentation from both an administrative and clinical perspective. When deficiencies are found a note is place in the client file for correction by the therapist and/or client at the next visit.

OBJECTIVES:	ACTIVITIES	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS	IMPLEMENTATION PLAN/POSITIONS REQUIRED
<p><b>Objective:2</b></p> <p>Provide 232 group counseling sessions to RW eligible clients. Groups will facilitate peer support as well as address behavioral and psychosocial issues related to HIV.</p>	<p><b>The project will:</b>  Verify all client eligibility.  Offer a variety of support groups to eligible clients depending on identified peer group of the client or the stage of the disease.</p> <p><b>Responsible staff:</b>  Front Office Staff  Group Facilitators  Counselors/therapist  Clergy</p>	<p><b>Narrative Measure Statement:</b></p> <ul style="list-style-type: none"> <li>- All visits will be recorded in CareWare and point of service data systems.</li> <li>- Client eligibility will be verified at the time of entry into the data system.</li> <li>- Once per quarter each group member will complete a self assessment questionnaire to determine effectiveness of the support group.</li> </ul> <p><b>Service Unit Name:</b>  Group Counseling</p> <p><b>Service Unit Description:</b>  1 unit = one 90 minute group</p> <p><b>Units to be Provided:</b>  232</p>	<p><b>CareWare and point of service data systems are currently in place to record each client visit. Eligibility is entered into CareWare and monitored at each visit.</b></p> <p>All groups and facilitators are currently in place and have regular attendance. Quarterly assessments have been conducted for the past two years. A clinical team updates assessment forms annually. Results of the assessment are forwarded to the RW Quality Management Office.</p>

OBJECTIVES:	ACTIVITIES	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS	IMPLEMENTATION PLAN/POSITIONS REQUIRED
<p><b>Objective 3:</b></p> <p>Provide 2350 Psychosocial Support units of nutritional counseling with RW eligible clients to address nutritional concerns related to HIV.</p>	<p><b>The project will:</b>  Verify all client eligibility.  Meet with clients face to face for 30 minute increments (actual visit length varies per person) minutes to discuss nutritional concerns.  Document assessment, treatment plan and progress in client file.</p> <p><b>Responsible staff:</b>  Front Office Staff  Naturopathic Doctors</p>	<p><b>Narrative Measure Statement:</b></p> <ul style="list-style-type: none"> <li>- All visits will be recorded in the database and reconciled with the providers statement at the end of the month.</li> <li>- Client eligibility will be verified at each visit.</li> <li>- Chart reviews are performed monthly for each client to determine proper documentation of client chart notes.</li> </ul> <p><b>Service Unit Name:</b>  Nutritional Counseling</p> <p><b>Service Unit Description:</b>  A face to face meeting with eligible client. 1 unit = 30 minutes</p> <p><b>Units to be Provided:</b>  2350</p>	<p><b>CareWare and point of service data systems are currently in place to record each client visit. Eligibility is entered into CareWare and monitored at each visit.</b></p> <p>A file audit system if in place to allow each client file to be audited once per month for proper documentation from both an administrative and clinical perspective. When deficiencies are found a note is place in the client file for correction by the therapist and/or client at the next visit.</p>

**SOUTHWEST CENTER FOR HIV/AIDS INC., 1144 EAST MCDOWELL ROAD #200, PHOENIX, AZ  
85006\***  
**BODY POSITIVE INC.**

PRICING SHEET: NIGP CODE 9487415

Terms:	NET 30
Vendor Number:	W000006052 X
Telephone Number:	602/307-5330
Fax Number:	602/307-5021
Contact Person:	Lisa Fitzhugh
E-mail Address:	<a href="mailto:lfitzhugh@bodypositive.org">lfitzhugh@bodypositive.org</a> <a href="mailto:cpoore@swhiv.org">cpoore@swhiv.org</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>March 31, 2014</b> .

**\*Effective Date 08-18-08**